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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Quincentenary of Lincoln's Inn.

IN VIEW of the approaching Quincentenary of Lincoln's Inn we propose next week to issue a small supplement which will contain reproductions of some old prints of the Inn and other illustrations, as well as literary matter, which will, we think, be found interesting. Lincoln's Inn has always been the special home of Equity and Conveyancing, but with the other three great Inns of Court—for the lesser Inns are of the past—it represents to the world the study and practice of law, on which the foundations of the State are based.

The Lord Chancellor's Programme.

THE LORD CHANCELLOR announced at the Lord Mayor's Banquet last week that "in the tranquil times which are before us," there will be an opportunity to effect various legal reforms. As to the tranquil times, they may or may not be ahead; we rather imagine that this is a political idea which will have little to correspond to it in the actual public life of the next few years. But we are glad to see that Lord CAVE is animated by the same desire to effect useful reforms as his predecessor, the value of whose work, we may note, he recognized in very generous terms, and he proposes to continue reforms which are already being prepared in the Lord Chancellor's Department. For in these matters "an Amurath to Amurath succeeds," and Lord BIRKENHEAD himself told us, when in December, 1921, he outlined his proposed reforms, that "each Lord Chancellor can take up the work where his predecessors left it and receive from them—as I have received—most cordial support and most sagacious counsel." In the somewhat unexpected course of events Lord BIRKENHEAD is now in the position of predecessor.

The Reforms under Weigh.

THE PARTICULAR reforms which Lord CAVE mentioned were the consolidation of the Judicature Acts, the revision of the County Court system, and the simplification of the circuit arrangements. The consolidation of the Judicature Acts is work that is long overdue; no doubt a good deal can be cut out as having been important only for the period of change when the various Common Law and Equity Courts were being amalgamated into Divisions of the High Court; and the remainder can be presented in clearer form. This, Lord CAVE hopes, will be followed by the simplification of the Rules of the Supreme Court. That also is a task which has been long awaited—for the last thirty years. Of course, some changes have been made—obsolete rules cancelled and repugnant rules reconciled—in the recent revision by Sir WILLES CHITTY, but a good deal more than that should be possible. In particular, the troublesome rules as to appeals from inferior courts and from Masters require to be thoroughly overhauled. As regards County Courts, effect has yet to be given to the Report of the County Court Staff Committee (1921) of which Mr. Justice RIGBY SWIFT was Chairman; the question of circuits will doubtless wait till the Committee on that subject, which has the same Chairman, has reported, but we hope that Lord CAVE will not follow Lord BIRKENHEAD'S example in withholding the Report. The Reports of the Committees on Solicitors' Remuneration and Crown Litigation are still unpublished.

The Re-casting of the Law of Property Act.

LORD CAVE, as he recognized in his speech at the Mansion House, also has before him the task of re-arranging and re-enacting the Law of Property Act in a form fitted for practical use, and though he intimated that he was not so willing as Lord BIRKENHEAD to let the Statute of Uses and the old conveyancing die, yet this work will no doubt be taken up by the Lord Chancellor as a matter to be carried through. Indeed, even with the additional year's postponement allowed while the Bill was in its final stages, the interval will be none too long. In saying this we have in view the requirements of text-book writers and law publishers. It is no good preparing books in which the references will be at once upset by the re-casting of the Act and the consolidation of the cognate Acts with its component parts, and without text-books carrying authority the new system cannot be worked. The new Bills, giving the final form of the Act, must for this purpose be introduced early next year and passed before the Vacation. There will then be a clear year in which to prepare for the change. If this is postponed till 1924, it will lead to great inconvenience and confusion.

The Conveyancing Honours.

IN CONNECTION with the above remarks on the Law of Property Act we may take the opportunity of congratulating Sir ARTHUR UNDERHILL and Sir BENJAMIN CHERRY on the Honour of Knighthood which has been conferred upon them. We do not pretend to know the inner history of the Law of Property Bill, but when the Report of the Land Transfer Committee, of which Sir LESLIE SCOTT was Chairman, was published, with Sir ARTHUR UNDERHILL'S "Line of Least Resistance" as its foundation, we said that Sir BENJAMIN CHERRY'S Bill appeared to be a judicious reconstruction of Lord HALDANE'S Bills of 1912-14 in accordance with Sir ARTHUR'S proposals. This was in January, 1920, and the Bill underwent modifications afterwards; but probably what we then said remains correct, and its correctness seems to be indorsed by the honours recently bestowed. Sir BENJAMIN CHERRY, as is well known, has been associated with Land Transfer Reform for many years past, and an honour has seldom been better awarded. And while the immediate cause is the Law of Property Act, all conveyancers will be pleased at the recognition bestowed upon a branch of the profession which more, perhaps, than any other calls for learning and skill and patient industry and care.

Mr. Nesbitt's Election.

WE HAVE the pleasure of congratulating Mr. NESBITT, whose candidature we noticed a fortnight ago, on his success. It may be interesting to state as an illustration of the strenuous life that Mr. NESBITT has led since he was first approached to stand as the Conservative candidate for the Chislehurst Division of the county in which he lives, that there remained eighteen days between the date of the adoption and the date of the poll, and during that time Mr. NESBITT made forty-one speeches in all parts of the constituency; wrote over 300 letters; answered 214 questions, and drove in his own car over 1,100 miles. We have reason to believe that at the same time he did not fail to attend the meetings of the Council of the Law Society or of the chief committees of which he is a member. While the Council of the Law Society has generally numbered amongst its members several members of Parliament, it is, we think, a long time since an active member of the Council has, while a member, been elected to a seat in the House of Commons. Mr. NESBITT has been on the Council nearly fourteen years.

Divorce Cases at Assizes.

WE REPRINT elsewhere from the *Liverpool Post* an account of the first hearing of divorce cases at Liverpool. They have also been heard at Newcastle. At present the cases are confined to undefended cases and Poor Persons' cases, and what appears to strike the reporter is the business-like character of the proceedings: no romance—but why should romance be expected? It is an unhappy and sordid matter whether for peer or coster—and just "Decree, with custody and costs." The whole question of Divorce is now very much under consideration. We notice that in a review by Mr. E. S. P. HAYNES in *The New Witness* (13th October) of Sir FREDERICK POLLOCK'S "Essays in the Law," he gives special attention to the essay on "Reformation and the Modern Doctrine of Divorce," a matter for which we had no space in our own review last week. But to get the opinion of one who has practical knowledge, both of the courts and the poor, it is useful to turn to Judge PARRY'S chapter on Divorce in "The Law and the Poor" (p. 144): "No reform in the law will be of the least use to the poor, unless jurisdiction in divorce is given to the County Court." Of course, things have moved since then—both Sir FREDERICK POLLOCK and Judge PARRY had in view the Reports of Lord GORELL'S Commission—but probably this is still sufficiently true.

Breach of Promise Actions.

MR. JUSTICE MCCARDIE has taken occasion to repeat views, on which we recently commented, as to the injustice and social mischief arising out of our archaic law concerning breach of promise of marriage. In his latest pronouncement, however, he has laid emphasis chiefly on the essentially degrading character of such an action; for, by taking proceedings for breach, a woman impliedly admits that she regards wedlock as essentially a commercial proposition, non-performance of which is to be made the subject of pecuniary compensation. Marriage, his lordship holds, is essentially a lifelong sacrament, and its sacramental character is insulted by making it the object of mercantile calculation. Without going so far as to affirm the sacramental character of the marital bond, one may at least agree that the status of marriage is a romantic relationship, and that no social purpose is served by any attempt to build on the sordid foundation of contractual performance when the romantic purpose has failed. Dr. JOHNSON, with his usual felicity, once drew an elaborate comparison between the undertaking of an author to his editor or his publisher and those of a swain to his betrothed. "The promises of authors," he says, "are like the vows of lovers; made in moments of careless rapture, and subject, during the long process of fulfilment, to all kinds of unforeseen dangers and difficulties." Of these difficulties, in the case of authors, not of lovers, JOHNSON has left his own account in his "Life of Pope." "Indolence, interruption, business, and pleasure," he says, "all take their turns of retardation; and every long work is lengthened

by a thousand causes that can, and ten thousand that cannot, be reconciled. Perhaps no extensive and multifarious performance was ever effected within the term originally fixed in the undertaker's mind. He that runs against time has an antagonist not subject to casualties." So true is this of the author, that only an unwise publisher would sue a poet either to furnish him with the poem he has contracted to write or pay compensation in damages. The poet, of course, would furnish some sort of poem—but a poem delivered over under these circumstances would scarcely be "a thing of beauty and a joy for ever." So a marriage performed under fear of exposure and penalties is not likely to be either happy or virtuous.

Workmen's Compensation Cases and the phrase "Odd Lot."

CONSIDERABLE TROUBLE has recently been caused in Workmen's Compensation Appeals by the misapprehension on the part of county court judges of the exact meaning of the current term "Odd Lot" It seems to have been invented by MOULTON, L.J., in *Cardiff Corporation* v. *Hall*, 1911, 1 K.B., at p. 1020; 4 B.W.C.C., at p. 171, where he says: "If the accident has left the workman so injured that he is incapable of becoming an ordinary workman of average capacity in any well-known branch of the labour market—if, in other words, the capacities for work left to him fit him only for special uses, and do not, so to speak, make his powers of labour a merchantable article, in some of the well-known lines of the labour market, I think it is incumbent on the employer to show that such special employment can be obtained by him. If I might be allowed to use such an undignified phrase I should say that if the accident leaves the workman's labour in the position of an 'odd lot' in the labour market, the employer must show that a customer can be found who will take it. For in such a case we are not in truth dealing with fluctuations of the labour market at all. We are dealing with the chance of someone being found who can and will avail himself of the special residue of powers which have been left in the workman." The misapplication of the phrase has been fully discussed in such cases as *Foster* v. *Wharncliffe Woodmoor Colliery Co. Ltd.*, 14 B.W.C.C. 136, and *Gaffney* v. *Chorley Colliery Co. Ltd.*, 14 B.W.C.C. 158, and it will be inferred from passages in the judgments in those cases that the Court of Appeal deprecates the use of the expression. This attitude is clearly emphasised in the judgment of the Master of the Rolls in a very recent case, *Clay* v. *Sherwood Colliery Co. Ltd.*, Court of Appeal, 30th and 31st October, 1922, not yet reported. His lordship there said that he hoped he was not doing wrong "in expressing the wish that when learned county court judges do use that expression they will tell us what they mean by it, or tell us the facts in order to justify applying that expression to the man."

Women Jurors in Unpleasant Cases.

THE IMPOSITION of jury service on women, although it seems to follow logically from their admission to the franchise and to the right of holding all civil offices, has resulted in practice in many grave difficulties. In the case of criminal trials these are not so pronounced, since there a right of challenge usually exists, and can be exercised so as to release women from sitting on juries in cases where evidence of an indecent or unwholesome kind must inevitably be discussed together by the male and female members of the jury when they retire. In civil jury cases no such simple remedy is usually available; in a libel or slander action the unfortunate plaintiff, against whom an indecent charge has been made, nowadays finds himself compelled to go before a jury, which in the ordinary course of events will include two or three women, and lay bare the most delicate matters of private life to be proved before and discussed by them. For the right of challenge is very limited in civil cases, and practically the only way to get rid of the feminine members of the jury is for both counsel and the judge to combine in requesting them not to sit. Unfortunately, some women insist on continuing to sit in such cases, even although no question between the sexes, or matter of public importance, but only the personal decency of a man's life, happens to be in issue. In such cases, while a learned judge, who recently complimented on their sense of duty two women who insisted on remaining to try such a case, may have been right, yet one cannot help feeling that the other women who responded to the judge's appeal by leaving the jury-box, showed greater delicacy and consideration for the feelings as well as the rights of others. In a case where a woman's honour and virtue is in question, of course, one can readily appreciate the determination of other women to remain and support her by their presence; but where, as in the case discussed, there was no issue which affected a woman, the ladies who insisted on retaining their places in the jury-box seem to have shown rather an excess of zeal in the performance of public duty. In point of fact no woman should be required to serve on a jury against her will. In other words, female jury service should be perfectly voluntary.

Trial by Ordeal in the Twentieth Century.

IT IS A settled rule of British Colonial Administration in barbarous countries that we retain the native law and tribal customs for natives, except in so far as these are "inhuman" or "contrary to natural justice and equity." Where native chiefs possess summary jurisdiction, civil and criminal, as is usually the case in Tropical Africa, it is often a delicate matter for our local officers to decide whether any action is a breach of these principles. This has been illustrated incidentally by the recent case of *Bank of British West Africa, Limited* v. *Atlantic Coast Development Company, Limited* (*Times*, 1st inst.), which was heard in the Commercial Court by Mr. Justice BAILHACHE. Here the Bank sued the Development Company, which had been appointed the Bank's agent at Cape Palmas, Liberia, for negligence in the performance of their duties as agents. The agents had been expressly instructed to keep in a separate safe all moneys belonging to the Bank. A large sum in West African currency notes arrived for the Bank in a special wooden box, which would not go into the safe. Instead of taking out the notes and putting them in the safe, the manager placed the box beneath his bed, where it remained safely for several days; but, when it was finally opened, a large sum was found to have been abstracted. The trial judge found that there had been negligence and entered judgment for the plaintiffs; he applied the rule of an agent's liability laid down in *Travers* v. *Cooper*, 1915, 1 K.B. 73. It transpired at the trial, however, that proceedings in respect of the lost money had been taken in Liberia, before a native chief having summary jurisdiction, who tried certain suspected natives "by ordeal." The ordeal consisted in drinking six large spoonfuls of boiling palm-oil, and, somehow or other, the defendants managed to perform this feat successfully and were acquitted. Of course, Liberia is an independent state, under American protection, not a British Colony, so that the question of "natural justice" does not arise, but similar tribal customs prevail in Rhodesia and elsewhere, so that their legality may easily come before our courts on some future occasion.

Lord Bacon as an Empire Founder.

IN A RECENT speech in Gray's Inn Hall (June 13th), Mr. JAMES M. BECK, Solicitor-General of the United States, called attention to a fact which, we believe, is not generally known, namely that the first two of our Colonial Constitutions were drafted by Lord BACON. The constitutions in question are those of Bermuda (1615), which is still in force, never having been suspended or abrogated throughout three centuries, and that of Virginia (1621), which ultimately became the model of all the constitutions of the new Republic. Mr. BECK is also reported to have said:—

> "In his speech in the House of Commons on January 30th, 1621, Bacon, 'the immortal Treasurer of Gray's Inn' (as Mr. Beck called him), saw a vision of the future and predicted the growth of America when he said: 'This kingdom now first in His Majesty's times hath gotten a lot or portion in the New World by the plantation of Virginia and the Summer Islands. And certainly it is with the kingdoms on earth as it is in the Kingdom of Heaven; sometimes a grain of mustard seed proves a great tree.' Truly the mustard seed of Virginia did become a great tree in the American commonwealth."

Notice of Increase of Rent.

The Necessity of Notices to Quit.

THE recent appeal from the Scots Courts to the House of Lords reported under the name of *Kerr and Others* v. *Bryde*, 1922, W.N. 304, has caused considerable interest to centre round this question. Unless the matter is carefully considered, however, it may well be that this decision may be assumed to have a wider effect than it really has, though its importance can by no means be neglected.

In the case above referred to the appellants were landlords of a house to which the Increase of Rent, &c., Act, 1920, applied, and which was let on 28th August, 1916, at a monthly rent of £1 2s. 6d. On 27th July 1920, they caused to be served on the tenant a notice in the form prescribed by the Act of 1920 of their intention to increase the rent, and in due course a further notice of increase as authorised by that Act.

The landlords did not at any time give a notice to quit, and the question for the decision of the Court was, whether the words of s. 3 (1) of the Act of 1920 which provides that " Nothing in this Act shall be taken to authorise any increase of rent except in respect of a period during which but for this Act the landlord would be entitled to obtain possession . . . " prevented the recovery of the increased rent where no notice to quit had been given.

The appellants argued that the words " would be entitled to obtain possession " meant " would be so entitled if the landlord took the proper steps for that purpose," and Lords DUNEDIN and WRENBURY, in a dissenting judgment, approved that view.

The majority of the court, however, Lords ATKINSON, SUMNER and CARSON, approved the case of *Newell* v. *Crayford Cottage Society*, 1922, 1 K.B. 656—a case decided by the Court of Appeal and in which the facts were analogous, except that the tenancy was a weekly one—and held that a notice to quit was a necessary preliminary to a notice to increase, and that it could not be said of the landlord that " but for this Act he would be entitled to obtain possession " unless and until he had taken all such steps as the law required and was thus in a position, if it became necessary, to ask relief in a court of justice.

Now it is to be observed that both these decisions deal with the case on the footing that there was at the time of the notice of increase a tenancy in existence which was capable of termination only by a notice to quit.

If, however, the original letting was for a term of years or other fixed term, and that letting expired at a time when the tenant of the house in question was entitled to the protection of the Increase of Rent, &c., Acts, then in accordance with the decision of *Davies* v. *Bristow* and *Penrhos College, Ltd.* v. *Butler*, both reported in 1920, 3 K B. 428, the continuance in possession by the tenant and the acceptance of rent by the landlord do not create a new tenancy, as they would at common law, for such an acceptance of rent is not evidence of the landlord's assent to the tenant retaining possession, but merely obedience to the law which restrains him from obtaining it.

The only tenancy which exists in such circumstances is what is now called a statutory tenancy.

Such a tenancy, as was shown in the case of *Shuter* v. *Hersh*, 1922, 1 K.B. 438, is one during the existence of which the landlord may exercise his rights of increasing the rent without any notice to quit, for those rights are given to the landlord in compensation for his deprivation of possession.

Upon that footing, then, if a notice of increase of rent is given during the existence of a statutory tenancy, it would be true to say that but for the Act " the landlord would be entitled to obtain possession," although no notice to quit had been given, and the considerations which led the majority of the court to decide against the landlords in *Kerr and Others* v. *Bryde* would not be present.

It is submitted, therefore, that that case does not apply when the original letting was for a fixed term and that term expired at a time when the house in question was within the Increase of Rent, &c., Acts.

In cases in which a notice to quit is necessary, the notice of increase of rent may be given to take effect from the same day as the notice to quit and may be served concurrently with it upon the tenant: *Hill* v. *Hasler*, 1921, 3 K.B. 643.

ARCHIBALD SAFFORD.

Overt Acts of Wilful Annoyance.

THE public at large will fully agree with the opinion expressed by Mr. ROBERT WALLACE at London Quarter Sessions, in quashing the conviction of *Rex* v. *Sir Almeric Fitzroy*, that the case is one which ought never to have been brought by the police. There will also be general satisfaction that the court took the very unusual course of allowing the successful defendant his costs against the Crown, a decision which some practitioners consider *ultra vires*, and which has only once before been adopted at London Sessions, although the precedent then made is now generally followed by Quarter Sessions Chairmen throughout the provinces. But the case raises large issues, which demand careful consideration by legal reformers: and these we propose to discuss briefly.

There are several distinct problems disclosed by the course of the *Fitzroy Case*. First, there is the general question as to the expediency of the regulations under which a prosecution took place. Many persons who are not cranks or doctrinaires believe that this and similar regulations elsewhere have recently been put to uses for which they were never intended by their original framers, with the result that liberty is seriously infringed, and that a new danger to the reputation of every citizen has been brought into existence. Nothing is easier than to accuse any respectable person of the vague conduct known as " insulting behaviour " or " wilful annoyance." Misunderstanding of quite innocent acts may easily lead to a most unjust charge; and such misunderstandings tend to increase with the growth of prosecutions, for these generate a suspicious state of mind in the guardians of the public peace and this suspicious state of mind readily leads to misinterpretation of the conduct of others. A charge of this kind, too, even if dismissed by the bench, is nearly always quite ruinous to its victim. The public think that he may be guilty. The result is that clients abandon him if he is a professional man; his employers take the first opportunity of discharging him on a reduction of staff if he is an employed person; promotion is denied to him if he is a public servant; he finds that social invitations cease, except in the case of very loyal and intimate friends; his acquaintances at the club or on the golfing course grow cold to him; in fact, his whole career is undermined. It is obvious, then, that prosecutions of this kind—easy to make in error and impossible to refute completely—ought never to be undertaken except where overwhelming social mischief would be the result of ignoring the conduct at which such regulations are aimed.

Now, at present, there are three different offences in respect of which prosecutions of the kind which are under consideration may be taken. The first is the offence of " persistent soliciting," which was made criminal by the Vagrancy Act of 1821, as amended by the Vagrancy Act of 1899. Under this Act a man who persistently accosts or solicits women, for an immoral purpose, may be arrested as a " rogue and vagabond "; on a second offence, he may be convicted as an " incorrigible rogue," and may be sentenced to flogging. The gist of this offence, of course, is (1) the existence of an act of " soliciting " or " accosting "—this is usually inferred from a salute with the hat or the addressing of conversation to a woman who is not the man's acquaintance; (2) the presence of an " immoral purpose "—but this is usually inferred from the place and the

circumstances; and (3) "persistence"—usually two overt acts of accosting on the same occasion must be alleged. It is obvious that the accosting of women for an immoral purpose, like the similar accosting of men, is an offence which the law cannot overlook in public places; the only question which arises as regards this statutory offence will be that of the evidence which should be required before a charge is preferred and a conviction made. This we will discuss presently.

The second class of offence is that of "insulting behaviour" in a public place. Probably this is a common law misdemeanour, and possibly it is also punishable under certain clauses of the Highway Acts and Towns Police Clauses Acts, but prosecutions are seldom, if ever, launched on these provisions alone. Almost every town has a bye-law, of a common form, which makes such conduct a punishable summary jurisdiction offence. Here there is not necessarily any question of sex involved: prosecutions occur from time to time in which passengers are accused of insulting behaviour to tramway or 'bus conductors, policemen, and other public officials. There has been a growing recent tendency, however, to lay charges under this section whenever a man pays unwelcome attention to a lady in the public street. No question of immoral intent arises: the offence is committed when there is an honest desire of an infatuated lover to make a lady's acquaintance, and there have been one or two convictions in the Metropolis of late where this bye-law has been used by parents as a means of getting rid of unwelcome suitors for a daughter's hand. This seems a gross abuse of a bye-law intended for a different purpose. It is natural that protection shall be accorded to young women annoyed by undesired attentions, even where innocent; but it should be borne in mind that a conviction for this offence is usually assumed by the public to denote viciousness of conduct on the part of the defendant, and therefore is nearly always ruinous to him, a result out of all proportion to the offence. The law ought not to manufacture criminals or broken men by treating indiscretions, or even bad manners, as if they were grave anti-social crimes.

The third class of offence, that in respect of which a charge was laid in the *Fitzroy Case*, arises out of a bye-law made under the Royal Parks Regulation Act, 1874, and found in force not only in Royal Parks but also in practically all public recreation grounds, the authorities owning which have statutory power to make bye-laws similar to those enacted for Royal Parks; this bye-law forbids "wilful interference with" or "annoyance" of any person using the parks. The original intention of this bye-law was to put down gross acts of mischievous annoyance by tramps, bad boys, and other offensive characters who do not show decent consideration for the rights and comfort of others using public parks. Unfortunately the vagueness of the bye-law makes it possible to use it for all sorts of purposes never contemplated when originally it was enacted and sanctioned by the Home Office. It has been found convenient to prosecute under it, not only persons forcing unwelcome attentions on ladies, but also men and women frequenting public parks for purposes of immoral conduct. The difficulty of proving an "immoral intent" in cases of "soliciting" under the Vagrancy Act is evaded by bringing a prosecution under this regulation, and this has led to its very general use, especially by the police, who are responsible for the preservation of decent conduct in Hyde Park. Unfortunately, although no immoral purpose need be proved, the regulation is so constantly used for prosecuting in cases where the police suspect such conduct but cannot prove it, that a conviction under the regulation—although the individual may have had no improper purpose at all—is generally assumed by the public to mean that he is a person of vicious life, and is followed by the same disastrous social consequences as if he were. The question therefore arises whether this offence should be retained at all, or whether all three classes of offences which we have just been discussing ought not rather to be abolished and replaced by some new statutory offence, which will not be liable to the abuses that have crept into the administration of the present law.

The line of legal reform we would suggest is this. A clear distinction should be drawn between two offences of very different character, namely that of soliciting for immoral purposes, and that of merely interfering with the comfort of other persons. In the first class of cases, no prosecution should be permitted by law unless the following conditions precedent are present: (1) there should be at least three overt acts, all on the same occasion, clearly indicating an immoral design and not capable of being innocently explained; (2) the individual accused should have been warned by the police after his or her suspicious conduct has been observed and before the third "overt act" is committed; and (3) there should be independent witnesses in corroboration of the police.

In the case of the lesser offence, that of wilful annoyance of any person, not involving an immoral intent, the following conditions precedent should be proved; first, a complaint by the person annoyed, who must sign the charge sheet; second, an enquiry by the police into the character of the person making the charge accompanied by a report on the same, which must be furnished to the accused; and thirdly, a warning by the police to the individual accused after complaint and before the offence is treated as complete. We attach great importance to the "warning" as a condition precedent; it eliminates the danger of prosecutions where there has been no intent to do anything wrong; it gives a *locus pœnitentiæ* to merely careless or thoughtless wrongdoers; and it provides in practice the protection of women and of the public at large, which it should be the main object of the law to secure.

Other problems arising out of the *Fitzroy Case* concern the troublesome question as the corroboration of police evidence, the conviction of accused persons where the injured party refuses to give evidence or to make a charge, the making of enquiries by the police into the character of female complainants before preferring charges, and the attitude which magistrates should adopt towards these prosecutions. These matters, so far as they affect the amendment of the law which we suggest, have already been considered incidentally in our foregoing comments; we need not now discuss them in detail. But perhaps it ought to be pointed out here, that the police and magistrates have exceptionally difficult duties to discharge in all questions of immoral offences, so that it is unfair to comment harshly on occasions in which they have displayed less than their usual discretion. They have to secure protection for women without making life a purgatory for men who have no immoral intention; they have to preserve public decency without attempting to put down private immorality within the limits prescribed by law; and they have to hold the balance of justice even between rich and poor, men and women. These are very difficult tasks, and an error of judgment in their execution ought not to be made the occasion of unduly severe animadversions.

The Romance of the Woolsack.

THE significance of the Woolsack in the History of England is one of our many national paradoxes. For the office of Lord High Chancellor of England is one of the dullest of offices, and its occupant is usually—notwithstanding many brilliant instances to the contrary—one of the solidest and least interesting of men. No novelist has ever ventured to introduce a Lord Chancellor as the hero, or even as a character, in any famous novel: Blackmore, indeed, introduced Lord Jeffreys into "Lorna Doone," but it was Jeffreys of the "Bloody Assizes," the Chief Justice, and not in his later aspect of Chancellor. Sam Warren has some contemptuous references to Chancellors in his "Ten Thousand a Year": for Lord "Blossom and Box" is a thin disguise for "Brougham and Vaux." But this is a passing reference: Blossom and Box is no more a character in the novel than is Sergeant Buzfuz in "Pickwick Papers." Perhaps the reason for this self-denying ordinance on the part of our romancists, who do not spare even Kings and Queens and Premiers, is due to the same cause which induces them to eliminate Archbishops, Speakers of the House of Commons, and Headmasters of great schools: all such inspire so great an awe in the common run of men that to invent a fictitious occupant of these

thrones would seem somewhat in the nature of religious sacrilege. Perhaps, too, Boswell—that most candid and true-seeing of simple-souled geniuses—hit the nail on the head when he ingenuously confessed to Dr. Johnson that he himself would rather be a famous man of letters than a Lord Chancellor or a Prime Minister. For these great men, he said, have to live in the eye of the world and suffer loss of respect if they descend to frivolity or debauchery; whereas the great man of letters can live whatever jolly life of foolery he pleases, while retaining by his writings the reverence of all who have never met him in person. The Woolsack is the darling ambition of nine clever English public school boys in perhaps every ten; yet the life of Chancellor is the staidest of lives, at least in nearly every case of a normal Chancellor in normal times.

And yet, when one reads of the Woolsack in the fascinating pages of Campbell, one finds that the great figures who have "Kept the King's Conscience" have often been most remarkable men. Sir Thomas More, for instance, the first layman to sit in Equity, is as magnificent an "Admirable Crichton" as is to be found in the pages of European History. A scholar, a man of the world, a courtier, he spent his youth in the grey precincts of Gray's Inn, a member of that wonderful band of Humanists who defied the Scholastics and Academics to their face, rejuvenated the learning of England, and before death came to all of them had reformed the teaching of two great Conservative Universities as well as of the even more Conservative Inns of Court. Chosen unexpectedly for the Woolsack in middle life by the capricious King, yet shrewd judge of character, Henry VIII, the accomplished scholar—half University savant, half darling of Society—lent to the Woolsack a courtly dignity and a scholarly charm which it never before had possessed. His sprightly wit on the bench, his dignified fanaticism in religion, his genius as a translator of all that was beautiful in Greek and Roman poetry, his visionary dreaminess as a Utopian reformer: all won for him a passionate adoration from the young, the aristocrat, and the genius, in his own somewhat servile age. His death upon the scaffold, a martyr to his religious belief, is one of the moving tragedies of English History. That the pioneer of the New Learning should have died rather than abandon a jot of his faith in the old religion is at once an enigma and a monument in the mystery of the human character.

More had laid down his head upon the block not much less than a century, when, after an interregnum of forgotten mediocrities, the Woolsack received once more one of the greatest names in English History. Francis Bacon, Lord Verulam, of course, is in an even higher degree than Sir Thomas More, one of the insoluble enigmas of English History. "Wisest, brightest, meanest of mankind" was Pope's judgment upon him. If we tone down the superlatives, perhaps this sentence truly expresses the considered verdict of the candid biographer upon a very remarkable man. For Bacon certainly must be regarded as a dual personality; in him reigned in different moods a Dr. Jekyll and a Mr. Hyde. In his character of Dr. Jekyll he wrote some of the most magnificent, as well as the profoundest and most deeply imaginative, prose literature to be found in any language. He tore up mediæval science and philosophy from their foundations, dethroned Aristotle, who had reigned over European thought with undisputed empire for nigh twenty centuries, with an intellectual sway not less than the spiritual power of the Pope, deposed alchemy and astrology from their high places, and set up the new inductive science, the new empirical philosophy, in the seats of the mighty system of scholasticism thus deposed. He gave to the world, too, some of the sanest memoranda on the true policy of imperial statesmanship ever compiled by any statesman. Yet the man who spent his youth in controversy, and his middle age in achieving such triumphs of the human spirit as these, this same man spent just the same years in imploring office and honours—all in vain for a long time—from relatives and friends in power, betrayed with servile venality his greatest benefactor and friend, and—when at last his intrigues, his flatteries, his blandishments had won him a backstairs passage to the bench—degraded his high office by descending to accept gifts from suitors! Attempt after attempt has been made to explain away, to palliate, even to justify, the littlenesses of Bacon; but after all attempts plain men, however sympathetic and full of admiration to their hero, feel constrained to agree with the sane judgment of the somewhat philistine Macaulay, that the idol had feet of clay. Yet, such is the reverence and interest that supreme intellect must ever command, that the Woolsack has not lost in human esteem, but gained, from the fact that one so wonderful in the world of ideas as was Bacon was able also to win a seat upon that monument of solid practical ability and mediocre success.

Two other interesting figures kept the King's Conscience in the seventeenth century, and two only. The first of these was Edward Hyde, Earl of Clarendon, who must ever be remembered with respect for the grand loyalty to Church and King and Law which marked his chequered career. Commencing life as a rising barrister who had found a seat in the House of Commons, Clarendon took the unpopular side of the Cavaliers in the great days of Hampden and Strafford; he fought for one King and went into exile with another; he spent years of poverty as that King's secretary in his Dutch exile, doing what he could to hoard an unthrifty monarch's money and to discourage his licentious excesses; he returned with his young master from exile and strove manfully to reconstruct the shattered constitution of England, protesting at once against reaction and against change, living a grave ascetic religious life among libertine courtiers and courtesan beauties; and when at last he was sacrificed to his conscience and the hatred of the mob, he spent the years of his retirement in composing the stateliest and most picturesque of all the political histories of which English literature can boast so many. His dark countenance and stern austerity of look, says Macaulay, earned for him from the populace the soubriquet of the "Don Spaniard"; and the nickname hits him off well. He was essentially a Castilian noble in character, one of those daring but austere, and in religion fanatical, Spanish adventurers who conquered an empire in America for the King and the Church. It is with Cortes and with Pizarro, rather than among English lawyers and judges, that Clarendon finds his romantic place.

The other romantic figure of the Restoration period, Lord Somers, the lawyer member of the famous junto who invited William to England, and so effected the "Glorious Revolution of 1689," was a man of a very different type. Macaulay has told this story as he alone can tell such tales. The son of an attorney, Somers had a brilliant career at the Bar, and by his brilliance, his eloquence, his wit, lived down as law-officer the intense prejudice of the age against what was then considered his "low birth." But he could not live down the social prejudice of the old nobility, and in early middle life he was denied by her aristocratic father the hand of the high-born maiden who admired his genius and whom he loved. She was given to another. Somers, with a passionateness of heart very seldom found in the cold calculating temperament of the successful lawyer, burst into a storm of fury. His friends feared for his reason. He recovered, but only to plunge into cynical orgies of vice, which stained his career from that day on unto his end. As Chancellor he openly kept a seraglio which, according to Macaulay, resembled an Oriental harem. But outside this heated poison-spot in his private life, Somers was calm, elegant, dignified, a master of eloquence in the senate, a staid and austere Judge in the Courts of Equity. The greatest conversationalist of his age, he won his place among the Whig autocrats who then ruled England almost as much by his social gifts as by his legal and political talents.

The eighteenth century is singularly barren in romantic figures on the Woolsack. Mansfield, the greatest judge of the period, never reached higher than the office of Lord Chief Justice. Thurlow and Wedderburn, and Eldon, are great adventurers rather than remarkable men. Eldon, of course, was a great maker of law, or rather of Equity, as well. But it is not until the stormy era of the Reform period, 1815 to 1830, that we find again great personalities finding their way to the Woolsack. Certainly Lyndhurst and Brougham must always be remembered as very great and very remarkable men. The former was the most eloquent speaker who ever sat in the House of Lords. He retained his eloquence unabated until he was on the verge of ninety years; yet, curiously enough, he won no success either at the bar or in politics until he was nearly fifty years of age. Then it was his political gifts, rather than any forensic success, that won for him in rapid succession a series of minor judgeships, accompanied in those days by a seat in the House of Commons, and finally elevated him to the Woolsack. Brougham's attainment of that supreme post was even stranger. He had some little success as a domineering jury-advocate in politico-criminal cases; some fame as a troublesome political gladiator in the House of Commons; some celebrity as an omnivorous journalist and lecturer who could write a pamphlet or deliver a lecture at ten minutes' notice upon any branch of the new learning, whether or not he knew anything about it. But he had never been taken seriously as a practising barrister when a whim of William IV, determined to get Brougham out of the House of Commons, elevated him to the Woolsack at the age of sixty. His subsequent career with its amazing eccentricities, its rugged greatness in essentials, is so well-known that we will not recount it here. Suffice it to say that with Brougham there passed the last romantic figure from the stage of the Woolsack, unless, indeed, future ages will find in Lord Birkenhead a successor to the romantics.

A Reuter's message from San Francisco, dated 10th November, says:—The result of a referendum in California, the leading grape State of the Union, has given a majority of 29,621 votes in favour of making the State dry. This vote makes the Volstead law the law of California, and means that all the prosecuting attorneys, sheriffs, and magistrates will now have to enforce it.

The New Statutes.

The Representation of the People Act, 1922, 12 & 13 Geo. 5, c. 12.

THIS is a short Act consisting of only two operative sections. The Representation of the People Act, 1918, by s. 6 fixes as the qualifying period for the Parliamentary franchise a period of six months ending either on 15th January or 15th July, and by s. 11 there are to be two registers in each year, the Spring register for the period ending 15th January and the Autumn register for that ending 15th July. By s. 1 of the present Act the dates of termination of the period are made in each half-year one month earlier, that for the Spring register on 15th December and for the Autumn register on 15th June, and various changes are made in the dates prescribed by the rules in Sched. I for notice of claims and other matters. Section 2 authorizes the Home Secretary, if he thinks fit, having regard to all the circumstances of the case, to dispense with the holding of a local inquiry on making an order under s. 54 of the Local Government Act, 1888, for altering the boundaries of electoral divisions in a county, or the number of county councillors and electoral divisions in the county; but any local authority in or for the county, or local government electors, not being less than 100, or than one-sixth of the electors, can call for an inquiry.

The Law of Property Act, 1922, 12 & 13 Geo. 5, c. 16.

WE have already discussed somewhat fully various aspects of the Law of Property Act, 1922, see 66 SOL. J., pp. 643 *et seq.* and we propose now only to mention some of its chief features. For practical purposes the study of the new law will doubtless be postponed until it has received the redistribution and consolidation into different Acts which has been promised. These presumably will be a new Settled Land Act consolidating Part II of the present Act with the Settled Land Acts, 1882 to 1890; and similarly for Part III a Conveyancing Act; for Part IV a Trustee Act; and for Part X a Land Transfer Act. How the remainder of the Act will be dealt with we shall no doubt know in due course. The general scheme of the new conveyancing which is contained in Part I includes matter which may, perhaps, be shifted into the Conveyancing Act; and perhaps some provisions may find a place in a new Vendor and Purchaser Act. Parts V and VI, which provide for the abolition of copyhold tenure and the payment of compensation on the extinguishment of manorial incidents, appear to be complete in themselves; but Part VIII (Amendment of the Law of Intestacy) and Part IX (Real Estate and Personal Representatives) will require to have a place found for them in the permanent form of the Act.

With regard to the contents of the present Act, we may shortly note the following points:—

(1) The new system of conveyancing rests on the distinction between legal and equitable estates, and has been rendered possible by the fact that that distinction survived the fusion of law and equity under the Judicature Acts.

(2) The most noticeable change is that the Statute of Uses is abolished. That statute, as interpreted by the courts and employed by conveyancers, enabled wonderful tricks to be played with the legal estate, but at the same time it was often left in doubt where the legal estate at any given time was. It was in fact a game of hide and seek. Now the legal estate must—apart from terms of years—be the entire fee simple, and it should be possible to say definitely where it is. Further the legal estate cannot be held in undivided shares, and cannot be held by an infant. All the complicated interests which formerly existed, partly at law and partly in equity, will in future exist in equity alone.

(3) In some way or other a vendor, whatever the state of the beneficial title, should be able to sell without the concurrence of any other persons than trustees. Where he is already absolute owner, he will, of course, sell alone; otherwise a title will be made either by trustees for sale (s. 3), or under the Settled Land Acts; and as to the ingenious use of these Acts by an absolute owner subject to family or other interests, see s. 53 (2). To facilitate this scheme, the beneficial tenant for life will hold the legal fee simple, and settlements must be made by two instruments, a vesting deed, which shows who is tenant for life, and who are the S.L.A. trustees (the Act simplifies the law as to trustees for compound settlements), and which must always be kept up to date; and a trust deed which will define the beneficial interests. And provision is made for the devolution of the legal estate on death. It is anticipated that this scheme will result in a considerable shortening of abstracts of title; but the extent of this must be tested by experience.

(4) The system of mortgages is entirely recast; mortgages in fee simple are forbidden, and all legal mortgages will be made by demise.

(5) The system of registration of land charges is extended; in particular, it will cover charges for death duties and bankruptcies, and municipal registers of local land charges are introduced. This is an important addition to the scheme for simplifying title on sale.

(6) The law of devolution of real and personal property on intestacy is remodelled; primogeniture, curtesy, dower and escheat are abolished; all property of an intestate will be held on trust for sale and conversion; and the rules of distribution are altered.

(7) Amendments are made in the system of registration of title, and the possibility of extension of compulsory registration is, in effect, postponed for ten years from 1st January, 1925, the date of the commencement of the Act.

(8) There are, in addition, numerous changes of the law in detail, such as the abolition of the necessity of words of limitation to create an estate in fee simple; the abolition of the rule in *Shelley's Case*, and the introduction of entails of personalty; the abolition of acknowledgments by married women and of enrolment of disentailing assurances; and the validation by s. 98 of certain gifts which, by slips in drafting, have hitherto been held void for remoteness.

Res Judicatæ.

Sale by Mortgagee.

(*Bellon* v. *Bass, Ratcliffe & Gretton, Ltd.*, 1922, 2 Ch. 449.)

It is settled that a mortgagee is not a trustee for the mortgagor in the exercise of his power of sale; it is sufficient that he exercises the power *bonâ fide* for the purpose of realizing his security and takes reasonable precautions to obtain a proper price: *Farrar* v. *Farrars, Ltd.*, 40 Ch. D. 395; *Kennedy* v. *De Trafford*, 1897, A.C. 180. And, provided he charges himself in account with the mortgagor with the whole of the purchase money, he may leave part of the purchase money or even the whole on mortgage: *Davey* v. *Durrant*, 1 De G. & J. 535; *Thurlow* v. *Mackeson*, L.R. 4 Q.B. 97; *Farrar* v. *Farrars, Ltd.*, *ubi supra*, at p. 413. In the recent case of *Bellon* v. *Bass, &c., Ltd.*, *supra*, Russell, J., held that the whole purchase money might be left on mortgage; but there was the further question whether the sale could be on terms that the mortgagee should re-purchase the property if required so to do within a given time. This, it appears, was done because it was considered that the mortgagee could not give a mere option for purchase, and the sale with the right to call for a re-purchase was arranged as a substitute for an option. Russell, J., held that the sale was valid, but, in accordance with the principle that the Court looks at the substance and not the form of a transaction, the decision might have very well been the other way. In fact, the principle seems not to be applied with any great consistency, or does the Court reserve it for bill of sale cases.

Date of Conversion of Foreign Currency for Recovery of Damages or Debt.

(*Re British & American Continental Bank, Ltd.*; *Goldzieher and Penso's Claim*, 66 SOL. J. 388; 38 T.L.R. 465, P. O. Lawrence, J.; 66 SOL. J. 647; 38 T.L.R. 785, C.A.; *Credit-General Liegeron's Claim*, 66 SOL. J. 388; 38 T.L.R. 464, P. O. Lawrence, J.)

It was settled last year in *s.s. Celia* v. *s.s. Volturno* (1921, 2 A.C. 545), that, when an action is brought in England, either for tort or for breach of contract, if the damage is fixed and has to be assessed at a date certain but is assessable in a foreign currency, the date for conversion of the foreign money assessed into its equivalent of English currency is the date of the tort or the breach—not the date of the judgment or any subsequent date. In that case, however, unliquidated damages were in the contemplation of the court, and the point remained open whether the same principle, as to the date of conversion, applied to the recovery of a debt payable in foreign currency. Now in *Manners* v. *Pearson* (1899, 1 Ch. 581), Lord Justice Vaughan Williams had this very point before him and he held that the date of conversion is the date when the debt is due—provided that there is a fixed debt payable on a date in the past, as distinct from an "account" to be settled when the court makes an order for an account. That judgment of Lord Justice Vaughan Williams was approved in *s.s. Celia* v. *s.s. Volturno* (*supra*) and also by the Court of Appeal in *Di Ferdinando* v. *Simon* (1920, 3 K.B. 409), but the point was not actually before them for decision in either case. In a later case, *Société Generale des Hôtel du Touquet* (1921, 3 K.B. 451), Mr. Justice Avory actually applied the rule to the definite case of

a debt payable in France on a certain date; but Lord Justice Atkin expressed some doubts on this point when that case was under appeal, although the decision of the Court of Appeal did not overrule that view of Mr. Justice Avory. Finally, in *Joachimson* v. *Swiss Bank Corporation* (1921, 3 K.B. 110), it was decided that a bank deposit repayable abroad on a certain date came within the same principle; it must be converted into English currency at the rate of exchange prevailing on that date. The only new point which arose in the two cases which came before Mr. Justice P. O. Lawrence, was whether the same principle applied where the debtor was in the process of being "wound-up," and the creditor's claim was preferred, not by action, but by a proof in the "winding-up" proceedings. There seems no difference here as to the correct principle to be applied and, notwithstanding much ingenious argument, the learned judge followed in both cases the general rule laid down in the cases just discussed, namely, that conversion applied, not at the date of the winding-up, but at the date when the debt became due and payable, and his decision was affirmed by the Court of Appeal on an appeal in *Goldzieher & Penso's Claim*.

Surreptitious Dealings of an Agent.

(*Alexander* v. *Webber*, 1922, 1 K.B., 642).

Several interesting cases on the law of agency have occurred during the year: amongst these may be specially noted *Alexander* v. *Webber*, *supra*. In this case the plaintiff agreed to purchase a motor-car from the defendant. In accordance with the terms agreed, he paid a deposit. The plaintiff afterwards purported to repudiate the contract; the judge found as a fact that his repudiation was not justified and amounted to a wrongful act in breach of the contractual stipulations. Having purported to repudiate, the plaintiff commenced proceedings for the recovery of his deposit: *pendente lite* he died and his executors were substituted as plaintiffs. They then discovered that, at the time the contract was made, the defendant (vendor) had promised, without plaintiff's knowledge, to give the latter's chauffeur a share of the profit on the sale of the car if purchased by the plaintiff. Of course, the chauffeur had not been an actual party to the negotiations, and it was contended on behalf of the defendant that, inasmuch as the chauffeur was not an agent in the transaction, this promise of a secret commission to him was not within the rule which disallows such commissions and makes the transaction fraudulent: *Panama and South Pacific Telegraph Co.* v. *India Rubber, etc., Telegraph Works*, 1875, L.R. 10 Ch., 515 and 526. In the case quoted, however, Lord Justice James pointed out that, where A has an employee B, on whom he naturally relies for disinterested advice, the offer of a commission to B by any person dealing with A in a matter of a kind within B's sphere, is a fraud in equity because (1) B's relation to A is fiduciary; (2) C's offer to B puts B in a position where his interest is opposed to his duty; and (3) an offer having this effect, when made secretly, is fraudulent. Mr. Justice Bray, in *Alexander* v. *Webber*, *supra*, applied this decision, and more especially the observations of Lord Justice James, with the result that he held the promise of a secret commission to the purchaser's chauffeur to be a fraud on the part of the vendor which entitled the purchaser to rescind within a reasonable time after the discovery, subject to rights of *bonâ fide* third parties meanwhile acquired. The purchaser having this right, it naturally vested in his executors. The mere fact that the purchaser had already wrongfully elected to rescind on another ground did not estop him, *i.e.*, his executors, from now electing to rescind on the ground of the first-discovered fraud, so that they were entitled to recover the deposit.

Reviews.

Practice.

THE YEARLY SUPREME COURT PRACTICE, 1923. Being the Judicature Acts and Rules, 1873 to 1922, and other Statutes and Orders Relating to the Practice of the Supreme Court. With Practical Notes by Sir WILLES CHITTY, King's Remembrancer, Senior Master of the Supreme Court of Judicature and H. C. MARKS, Barrister-at-Law. Assisted by F. C. ALLAWAY of the Chancery Division. Two Volumes in one. Butterworth and Co. 50s. net.

This well-known book of practice has attained to its 25th edition, and it is not necessary to do more than note its appearance and some of the changes which the past year has seen. These appear to be fully enumerated in the Preface. Most important are the rules which have been introduced to give effect to the Administration of Justice Act, 1920. Part I of that Act includes the provisions as to the trial of matrimonial causes at assizes, and as to trial by jury, and Part II relates to the enforcement of overseas judgments. Part III provides for miscellaneous matters, such as the ascertainment of questions of foreign law, the grant of probate to corporations, and the taking of administration bonds to the Crown. Part I has been the occasion for the new R.S.C. Ord. 36A, which regulates the trial of matrimonial causes at assizes (printed, p. 552), and for the Matrimonial Causes at Assizes Order, 1922 (printed in a note at p. 553), which prescribes the classes of cases to be so heard, and Part II has produced R.S.C. Ord. 41A, "Reciprocal Enforcement of Judgments" (printed p. 629). The relevant provisions of the Act are usefully given in a note to the Order. The new rules as to jury trials are incorporated in Ord. 36 (see r. 2), and a useful note on the recent variations in the law on this subject is given at the beginning of the Order. Among other new rules there are the Reduction of Capital Rules (p. 884), and the new Administration Rules of 1921 are printed at pp. 989 *et seq.* In other respects the work has been brought up to date, and it will be, as hitherto, a reliable guide in all matters of practice in the superior courts; but if before next year the Lord Chancellor and Sir Willes Chitty and the Publishers between them can reduce the bulk, the profession will not be ungrateful.

Parliamentary Elections.

THE LAW OF PARLIAMENTARY ELECTIONS AND ELECTION PETITIONS, with Suggestions on the Conduct and Trial of an Election Petition, Forms and Precedents, and Statutes bearing on the Subject. By Sir HUGH FRASER, a Bencher of the Inner Temple. Third Edition. Sweet & Maxwell, Ltd. £2 2s. net.

To the casual observer it might appear that this edition of Sir Hugh Fraser's book has appeared just too late, but that is by no means the case. The law of the Parliamentary franchise, which good citizens have not omitted to exercise this week, is contained in his companion book "The Representation of the People Acts, 1918 to 1921." True, there is a good deal in the present work which touches the actual conduct of a Parliamentary Election—the Returning Officer and his duties, the nomination of Candidates, the Poll, the Election Agent, election expenses, and so forth—and the text is illustrated by current events. Thus, though every candidate must appoint an election agent, yet he may appoint himself (Corrupt Practices Act, 1883, s. 24), a curious instance of identification of principal and agent; but if he does so, he had better be familiar with the details of practice, for one would-be candidate in the present election so appointed himself, and then overlooked the time appointed by the Returning Officer for nomination and was too late; so, too, the death of a candidate after nomination, which unfortunately has occurred, necessitates the poll being countermanded, and all the proceedings being commenced afresh: Ballot Act, 1872, s. 1.

But the holding of the election and the return of the successful candidates by no means finishes the business. Afterwards comes the reckoning—"the dreadful reckoning when men smile no more"; election expenses have to be declared, and critical observers of the conduct of the other side's proceedings have the chance of furnishing the material for petitions. It is in view of these post-election matters—some necessary, others possible—that the appearance of this new edition of Sir Hugh Fraser's book is specially opportune; in particular, the discussion in Arts. 26 to 29 of various illegal practices; in Arts. 30 to 33, the relief which may be obtained; in Arts. 34 to 36, the punishments which follow conviction for corrupt and illegal practices; and in Arts. 37 to 44, the practice on Election Petitions. These last articles are supplemented by Appendix I, in which detailed directions are given as to the Conduct and Trial of a Petition, and the Petition Rules are given in Appendix III. Appendix IV contains the relevant statutes, in particular, the Parliamentary Elections Act, 1868, the Ballot Act, 1872, and the Corrupt Practices Act, 1883, but a table of the statutes prefixed to the Appendix would be convenient. Appendix IV contains the Case and Judgment in *Woodward* v. *Sarsons*, which decides the validity or the reverse of voting papers in which various errors appear and which every Returning Officer is supposed to be familiar with, and Appendix V contains Forms and Precedents in connection with Election Petitions. The scheme of the book is to state the law in the form of Propositions followed by explanatory notes, and in stating Election Petition cases the passages in the judgments which lay down the principles governing this branch of the law are given verbatim. The book is a very full and practical guide to elections and their aftermath.

The Winding-up of Companies.

COMPANY LIQUIDATION LAW & PRACTICE. By GEORGE WILTON WILTON, K.C. William Hodge & Co., Ltd. 36s. net.

Subject to variations due to the different systems of procedure of Scotland and England, and to certain fundamental distinctions in principle in the systems of law, the provisions of the Companies Act, 1908, relating to winding-up apply to both countries, and hence the present volume is of interest to English as well as Scots lawyers; but the differences in procedure, although in their results they may not always be of importance, make it necessary for the English lawyer either to have a practical acquaintance with the terms of Scottish law, or to have the faculty of inferring their meaning from the analogies of English law. Apart from matters of practice in which Scottish law differs from English, and which occur in company law equally with civil law generally, there is the distinction that in Scotland, as we gather, there are no Winding-up Rules corresponding to the English Winding-up Rules of 1909. "These Rules," says Mr. Wilton

in his preface, are of great importance, and frequent citations have been made from them as illustrative of the position of liquidations in England. It is a pity, indeed, that Scotland has no similar, or, indeed, any comprehensive Act of Sederunt for general guidance." Perhaps the explanation is that in practice liquidators in Scotland have found it possible to work without the regulation in details which applies to winding up in England. As regards matters of substantive law in which the Company Law of Scotland differs from that of England, it is interesting to note that floating charges cannot be created over assets in Scotland, and hence one great branch of law finds no place in the Scots system; but s. 212 of the Act of 1908, which restricts the creation of floating charges just before the winding up, is of general application, and Mr. Wilton suggests that floating charges may be given by Scottish companies over assets in England, in which case the section might have to be considered in the liquidation of a Scottish company (p. 38). Moreover, while in England a "debenture" given by a company is outside the Bills of Sale Acts, and may charge chattels without possession passing, yet in Scotland it is different, and "securities over moveables in Scotland without permission being given to the creditor, cannot be validly created by a company" (p. 35). An interesting variation in the application of the Act to matters of practice is that s. 142, which provides that no action or proceeding shall be commenced or proceeded with against the company after the winding-up order is made, except by leave of the court, forbids proceeding with an execution in England, but, as construed by the Scottish courts, it refers only to litigation, and has no bearing on the "execution of diligence" (p. 42).

Mr. Wilton has adopted a method of presentation of winding-up law and practice which is likely to be useful to the practitioner. He does not annotate the sections of the Act in order; these, so far as they relate to winding up, are given in the Appendix. The text of the book contains an exposition in three Parts of the three different modes of winding up—by the court, voluntarily, and subject to supervision, and under each Part the process of liquidation is explained in its natural order, from the commencement of the winding-up to its termination. The effect of the sections is given in prominent type in the places where they are required for the purpose of this exposition. Winding-up is a matter of importance to three large classes—directors, officials and others who are actually engaged in the administration of companies; accountants; and lawyers; the last class requiring to be familiar both with administration and accountancy, in addition to the law; and the manner in which Mr. Wilton's book is written and arranged will make it valuable to all three classes, though primarily it is a book for lawyers. The reader is assisted throughout by reference to Mr. Wilton's more general work on the Companies Act, 1908—Company Law & Practice in Scotland, which was published in 1912.

Books of the Week.

Law of Property.—A Guide to the Law of Property Act, 1922, by the Editors of "Law Notes." The "Law Notes" Publishing Offices. 7s. 6d. net.

Parliamentary Elections.—The Law of Parliamentary Elections and Election Petitions. With suggestions on the conduct and trial of an Election Petition. Forms and Precedents and Statutes bearing on the subject. By Sir Hugh Fraser, a Bencher of the Inner Temple. Third edition. Sweet & Maxwell, Ltd. £2 2s. (See Review above.)

Copyright.—Copyright Cases 1921. By E. J. Macgillivray, LL.B. (Cantab). The Publishers Association, Stationers' Hall Court.

Correspondence.

Right of Lessee to Enter and do Repairs after Expiration of Lease.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I should like to call attention to some passages in the judgments in the recent case of *Matthey* v *Curling*, reported in this month's number of the *Law Reports* 1922, 2 App. Cas. 180.

Lord Justice Bankes says (p. 190): "He" (the lessee) "cannot of course fulfil his covenant unless the lessor gives him reasonable facilities for doing the necessary work. If the lessor refuses these facilities, the lessee would be discharged from any obligation under the covenant."

Lord Justice Younger says (p. 218): "If the lessee is prevented by his lessor from re-entering upon the premises for the purpose of carrying out the work of re-instatement, his liability in that behalf is at an end," see the note to *Morrison* v. *Chadwick*, 1849, 7 C.B. 266, 284, note A, "which embodies, as it seems to me, a true principle."

Lord Atkinson says (p. 240): "We have not been referred to any authority establishing that, in such a case as this, re-instatement must take place within the term of the lease. Nor have I been able to find one. Until I have been referred to it, or discovered it, I fear I shall remain of opinion that in the case of an ordinary covenant to reinstate, a covenantor shall in the absence of words expressly or impliedly fixing a time for the performance of his covenant, have what is a reasonable time under all the circumstances of the case for its performance, whether, in the case of a leasehold, that time extends beyond the term or the contrary."

Like Lord Atkinson, I have been unable (on a cursory search) to find in the text-books any authority for the proposition he refers to, but on the other hand, I have found no authority to the contrary. The books do not seem to refer to the point at all.

If the lessee enters and does the repairs after the expiration of the term, is the lessor entitled to claim for use and occupation during the period so occupied?

With reference to the note to *Morrison* v. *Chadwick*, I would point out that, according to the text of the report, the tenancy in that case had not come to an end, although the landlord had entered.

London, W. H. W.
12th November.

Income Tax on Salaries.

[*To the Editor of The Solicitors' Journal and Weekly Reporter.*]

Sir,—In the issue of *The Solicitors' Journal and Weekly Reporter* dated 11th inst., there appears on p. 74, column 1, lines 7, 8 and 9, a statement that "perquisites are charged either on the amount for the preceding year, or on a three years' average (rule 8)."

Rule 8 of the Schedule E Rules, Income Tax Act, 1918, runs as follows:—"In estimating the tax payable, all official deductions and payments made on receipt of the emoluments of any office or employment of profit, or on receipt of any annuity, pension, or stipend, or on passing the accounts of the office, may be deducted if a due account thereof is rendered to the commissioners and proved to their satisfaction."

Would your contributor be kind enough to say what rule he really had in mind, or whether the statement is inaccurate?

B. Bagnall.

43, Chancery-lane, London, W.C.2.
14th November.

[The rule is r. 4. We are obliged to our correspondent for calling attention to the error.—Ed. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

SHELDRICK *v.* SOUTH AFRICAN BREWERIES LIMITED.

No. 1. 25th and 26th October.

Revenue—Company—Income Tax—Dominion Income Tax—Relief in United Kingdom—Preference Shareholder—Right to share in Relief in Respect of Fixed Dividend—Income Tax Act, 1918 (8 & 9 Geo. 5, c. 40), s. 55, Rule 20 of All Schedules Rules—Finance Act, 1920 (10 & 11 Geo. 5, c. 18), s. 27 (1), (5).

A company which, under the provisions of s. 27, s-ss. (1) and (5) of the Finance Act, 1920, and All Schedules Rule 20 of the Income Tax Act, 1918, deducts from dividends payable to shareholders the rate of income-tax current in the United Kingdom less the abatement allowed by the Revenue Authorities in respect of income-tax payable in one of the Dominions, can only deduct that reduced rate of income-tax from a preference dividend, notwithstanding that that dividend is a fixed amount. Thus, when a company had paid two shillings in the £1, in respect of its profit in South Africa, and the income-tax of six shillings in the United Kingdom was reduced by a like amount, preference shareholders in receipt of a fixed 5 per cent. were entitled to receive their dividends less four shillings in the £1.

Decision of Sankey, J., *reversed, and in so far as it followed the decision of Sargant, J., in* Wakefield *v.* Whiteaway Laidlaw & Co., 1922, 1 *Ch.* 200, *the latter decision overruled.*

Appeal from a decision of Sankey, J., on a case stated by consent. The defendant company carried on business in South Africa with a capital of 1,500,000 ordinary and 1,000,000 5 per cent. preference shares of £1 each. Rule 20 of the General Rules applicable to Schedules A, B, C, D and E, in the Income Tax Act, 1918, is as follows: "The profits or gains to be charged on any body of persons shall be computed in accordance with the provisions of this Act on the full amount of the same before any dividend thereof is made in respect of any share, right or title thereto, and the body of persons paying such dividend shall be entitled to deduct the tax appropriate thereto." Section 14 (1) of the Finance Act, 1920, enacted that income-tax for the year 1920/1921 should be at the rate of six shillings in the £1, and s. 27, following the provisions of s. 43 of the Finance Act, 1916, and s. 55 of the Income Tax Act, gave relief in respect of income-tax paid in any of the Dominions as follows: "27 (1) If any person who has paid by deduction or otherwise, or is liable to pay, United Kingdom income-tax for any year of assessment on any part of his income proves to the satisfaction of the Special Commissioners that he has paid Dominion income-tax for that year in respect of the same part of his income he shall be entitled to relief from United Kingdom income-tax paid or payable by him on that part of his income at a rate thereon to be determined as follows: The section then provided that the rate of United Kingdom income-tax should be reduced by the amount of Dominion income-tax paid, up to, but not exceeding a reduction of one half of the United Kingdom tax.

Section 27 (5) directed that:—"Where under Rule 20 of the General Rules applicable to Schedules A, B, C, D and E, a body of persons is entitled to deduct income-tax from any dividends, tax shall not in any case be deducted at a rate exceeding the rate of the United Kingdom income-tax as reduced by any relief from that tax given under this section in respect of any payment of Dominion income-tax." The company paid income-tax in South Africa for the years 1920/1921 at the rate of two shillings in the £1, and in accordance with the foregoing provisions, the United Kingdom income-tax was reduced to four shillings. The plaintiff held ordinary and preference shares in the company. For the first half of the year the company paid a dividend of two and a half per cent. on the preference and one shilling per share on the ordinary shares, the former being paid less income-tax at four shillings, and the latter tax free. For the final half of the year the dividends were two-and-a-half per cent. and one shilling and threepence per share respectively, the latter again being paid tax free, the preference dividend being paid less deduction of income-tax at the full United Kingdom rate of six shillings in the £1. The plaintiff brought this action, contending that by the wording of s. 27 (5), the company could not deduct from his preference dividend income-tax at a higher rate than that which they had paid in the United Kingdom under s. 27 (1). The company contended that the preference dividend being at a fixed rate the plaintiff was only entitled to the full amount of the dividend less the ordinary statutory rate of income-tax, namely, six shillings. Sankey, J., held that he must follow the decision of Sargant, J., in *Wakefield* v. *Whiteaway, Laidlaw & Co.* (*supra*), and he dismissed the action. The plaintiff appealed.

The Court allowed the appeal.

Lord STERNDALE, M.R., said that looking at s. 27 (5) according to the ordinary reasonable and grammatical meaning of the words used "any dividends" meant "any dividends," and nothing else, and a company having received a deduction of two shillings could not deduct at a rate higher than six shillings less two shillings, namely, four shillings. The words of the Act should be taken as they stood, and nothing could or should be read with them. It had been contended that the reduced rate could only be claimed in the case of a fixed dividend when the shareholder had himself paid the double income-tax, but it was not for the court to consider that. If the words of s. 27 (5) were clear and unambiguous, as they were, it was not open to the court to look at the history of the legislation, or to speculate as to what the intention of the legislature might have been.

WARRINGTON and YOUNGER, L.JJ., delivered judgments to the same effect.—COUNSEL: *Sir William Finlay*, K.C., and *R. Hills*; *A. M. Latter*, K.C., and *Cyril King*. SOLICITORS: *Bircham & Co.*; *Linklaters & Paines*.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

RUCK *v.* STOCKINGFOLD COLLIERY CO. LIMITED; MOORE *v.* STOCKINGFOLD COLLIERY CO. LIMITED.

No. 1. 31st October; 1st November.

WORKMEN'S COMPENSATION—ACCIDENT IN COAL MINE—CLAIM FOR COMPENSATION—ALLEGED BREACH BY APPLICANT OF STATUTORY REGULATION—ACCIDENT ARISING OUT OF OR IN COURSE OF EMPLOYMENT—COAL MINES ACT, 1911, 1 & 2 Geo. 5, c. 50, s. 43 (1) (*b*).

Section 43 (1) *of the Coal Mines Act*, 1911, *provides that no person (with certain exceptions) shall travel on foot along a haulage road while the haulage is in motion unless there is a clear space at the side, or,* (*b*) . . . "*the rate of haulage is not more than three miles an hour and the gradient does not exceed one in twelve, or in respect of any part of the road not exceeding one hundred yards in length, one in nine, and the space between the tracks of rail, where there is more than one track, is kept clear of obstructions.*" *That provision as to gradient is applicable to a particular part of the road in question and not to the road in its entirety, and so a workman may properly be on a road which at the place at which he is standing, or along which he is walking, is less steep than the section indicates, although the road in general, or other parts of it, may be steep enough to come within the prohibition laid down by the section.*

Appeals (heard together as involving the same issues) from the Judge at Nuneaton County Court, sitting as arbitrator under the Workmen's Compensation Act, 1906.

On the morning of 13th December, 1921, men working in the night shift of the respondents' colliery were knocked off work by their stallman. They came down the "jig" to the "jig" bottom and walked along a main haulage road to the bottom of an incline. The haulage was still working, at the rate of two and a half miles an hour, though it was due to be stopped shortly for the end of the night shift. The men were congregated together at the bottom of the incline when some trucks which were being hauled up the incline broke loose, and running down the incline, crashed into the group of men, killing two and injuring others severely. Upon the hearing of claims for compensation by Ruck, one of the men injured, and Mrs. Moore, the widow of one of the men killed, the respondent colliery company alleged that the accident did not arise out of the employment, but arose from an added peril, voluntarily assumed by the men, inasmuch, they contended, as (1) the men were on the haulage road while the haulage was in motion in breach of the statutory provision set out in the headnote; (2) They were there in defiance of notices put up by the respondents forbidding their being there, and of express verbal prohibition by the management and the officials in charge. A plan was put in of the haulage road, showing that in some parts it was very steep, almost approaching one in three, but that from the bottom of the incline for a distance of some thirty yards the gradient was not more than one in fourteen, this being the part of the road upon which the men were congregated. There was no evidence of the average gradient over the whole road. The county court judge held that the alleged printed notices did not bring the matter sufficiently to the men's notice, and did not appear to apply to the bottom of the incline, and that the alleged verbal prohibition had not been properly enforced by the officials. As regards the statutory prohibition, he held that this must be taken as applying not to the road in general, but to that part of the road where the men were, and that, as the gradient there was less steep than one in fourteen, there was no prohibition. He therefore made an award in favour of the applicants. The respondents appealed upon the last point, contending that the provisions of s. 43 (1) (*b*) applied to the road in general, and that as the men had violated the statute, they could not recover.

The court dismissed the appeal.

Lord STERNDALE, M.R., said that the contention of the respondents (now the appellants) seemed to him to be a twisting of the language of the section. The opposite contention, that the men might go along any particular part where the gradient was not steeper than one in twelve, or on any part not over one hundred yards in length where it was not steeper than one in nine, seemed to be a better construction of the language of the section. The appellants contended that that would not be sufficient protection for the men, because a miner would not walk about with a chart shewing all the gradients of the road. But he would know when the road was very steep or not, and he would know when the authorities had put notices warning him of its being so steep as to be within the prohibition. Or the appellants' contention the road would not be able to be used at all, for it had in one place a gradient of one in three, and that for over a hundred yards. The fact that there was one dangerous gradient would in fact make the whole road unusable.

WARRINGTON, L.J., and YOUNGER, L.J., delivered judgments to the same effect.—COUNSEL: *Cave*, K.C., and *E. P. Sandlands*; *H. H. Joy* and *R. H. Norris*. SOLICITORS: *Peacock & Goddard* for *Elliot, Smith and Co.*, Mansfield; *Sharpe, Pritchard & Co.*, for *J. B. Fitch*, Nuneaton.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

HURST *v.* TARSH.

No. 2. 18th October.

GAMING—RACING BETS—PAYMENT OF LOSSES BY CHEQUE—BOOKMAKER'S MANAGER AS DRAWEE—AGENCY—PERSON TO WHOM PAYMENT WAS MADE—"PERSON TO WHOM . . . SUCH BILL . . . WAS . . . GIVEN"—GAMING ACT, 1835, 5 & 6 Will. 4, c. 41, s. 2.

The plaintiff lost two racing bets to the defendant, a bookmaker, and drew two cheques in favour of the defendant's manager, and the manager cashed one of the cheques through his own bank and paid the proceeds to his employer the bookmaker, handing the other cheque direct to the bookmaker.

Held, that the bookmaker was the "person to whom" the cheques were "originally given" within the meaning of s. 2 of the Gaming Act, 1835, *and the plaintiff was entitled to recover the proceeds from the bookmaker under that section.*

Appeal from the judgment of Swift, J., at Manchester Assizes. The plaintiff claimed £116, being the proceeds of two cheques given by him to the defendant's manager in respect of losses on racing bets made by him to the defendant. The action was brought under s. 2 of the Gaming Act, 1835. The two cheques were given in July and August, 1920, and the action was heard and decided by Swift, J., in May, 1922, while s. 2 of the Gaming Act, 1835, was still in force. By s. 2 of the Gaming Act, 1835, it is provided that in case any person shall make, draw, give, or execute any note, bill . . . for any consideration on account of which the same is . . . . declared to be void and such person shall actually pay to any indorsee, holder, or assignee of such note, bill . . . . the amount of the money thereby secured . . . . such money so paid shall be deemed and taken to have been paid for and on account of the person to whom such note, bill . . . . was originally given upon such illegal consideration . . . . and shall be deemed to be a debt due and owing from such last-named person to the person who shall so have paid such money." The two cheques were drawn by the plaintiff in favour of the bookmaker's manager, a man named Alexander, and were handed by the plaintiff to Alexander, who then cashed one of the cheques through his own banking account, and handed the proceeds to the bookmaker, the defendant. The other cheque Alexander handed direct to the defendant after endorsing it. Both cheques were duly paid by the plaintiff's bankers on presentation. The defendant contended that as the cheques were originally drawn in favour of and given to Alexander, the plaintiff could not recover the proceeds from the defendant as being the person to whom the cheques were originally given within the meaning of s. 2 of the Gaming Act, 1835. This contention was not accepted and Swift, J., gave judgment for the plaintiff. The defendant appealed.

BANKES, L.J., said that the question raised on the appeal turned partly on a question of law and partly on a question of fact. Hurst, the plaintiff, is a backer of horses; the defendant Tarsh is a bookmaker. The plaintiff had lost bets for several weeks. Accordingly he made out and gave a number of cheques in payment of his losses. The question arose as to two of these cheques, which had been drawn in favour of the defendant's manager Alexander, and it was said that these facts did not bring the case within s. 2 of the Gaming Act, 1835. The question is whether the defendant was the person to whom these two cheques were originally given. There is no definition of the word "given," and it has no definite significance in law. The facts of this case establish that Alexander, the defendant's manager,

was merely the *alter ego* of the defendant, and although the cheques were drawn in favour of Alexander, the manager, yet Alexander had no beneficial interest in them, and the plaintiff is entitled to recover. The appeal must be dismissed.

SCRUTTON, L.J., and EVE, J., concurred.—COUNSEL: *Merriman*, K.C., and *P. Ridgway Bennett*; *R. P. Croom-Johnson*. SOLICITORS: *Bernard Knil*, Manchester; *Fielder, Jones & Harrison*, Agents for *Wise & Wise*, Manchester.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

In re **FRANZ HOLROYD AND HEALY'S BREWERIES, LIMITED; THE COMPANY** *v.* **SECKHAM.** Russell, J. 26th October.

COMPANY—MEMORANDUM OF ASSOCIATION—MEANING OF "SUBSIDISE OR OTHERWISE ASSIST" ANOTHER COMPANY—POWER TO GUARANTEE DEBENTURES OF OTHER COMPANY.

Where a memorandum of association of a company provided that the company could "subsidise or otherwise assist" another company, such clause enabled the company having such memorandum to guarantee the debenture stock of the other company.

This was a summons to determine whether on the true construction of the memorandum of association of one company there was power to guarantee the payment of principal and interest due on the debenture stock of another company. The facts were as follows:—In 1898 a trust deed was entered into by Lambert and Norris, Limited, and the trustees for the debenture-holders to secure the company's debenture stock. In 1910 the Guildford Brewery acquired all the shares in Lambert and Norris, Limited, and it was agreed that Lambert and Norris, Limited, should close and demolish its brewery at Arundel. This would depreciate the debenture-holders' security, and accordingly a supplemental trust deed was entered into between Lambert and Norris, Limited, and the trustees for the debenture-holders by which the company agreed to pay the trustees £1,000 a year to be invested by them in trustee securities or to be expended in acquiring the debenture stock which was to be forthwith cancelled. Any income from the investments was to be accumulated until there was a sufficient sum to pay off the outstanding debenture stock. It was also provided that in the event of the Guildford Brewery entering into a contract with the debenture-holders or their trustees by which it became liable to pay the debenture stock, then the liability of Lambert and Norris, Limited, should cease. In 1921 the Guildford Brewery proposed to guarantee the payment of the principal and interest due on the debenture stock. One of the objects set out in the memorandum of association of the Guildford Brewery is "to enter into partnership or any arrangement for sharing profits, union of interest, joint adventure, reciprocal concession, amalgamation, co-operation or otherwise, with any person or company carrying on or engaged in any business or transaction which this company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this company, and to take or otherwise acquire and hold shares or stock in or securities of and to subsidise or otherwise assist any such person or company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares, stock or securities.

RUSSELL, J., after stating the facts, said: It has been contended for the company that, under the clause, there is clearly power to buy the outstanding debenture stock and then re-issue it to the original holder with the guarantee of the Guildford Brewery, and that the same result is arrived at by the Guildford Brewery only guaranteeing the stock. But that would only be true if the consent of each debenture-holder were obtained and I do not feel justified on that ground in saying that the company can guarantee the stock without first acquiring and then re-issuing it. Alternatively, it is said that as the clause empowered the Guildford Brewery "to subsidise or otherwise assist any such company," it can guarantee the debenture stock, as by so doing it is lending its credit to Lambert and Norris, Limited, and giving assistance by relieving them from the liability of paying £1,000 a year. I think it would be too narrow a construction to say that under the words the Guildford Brewery cannot guarantee the debenture stock and I hold that upon the true construction of the memorandum and articles it has power to do so.—COUNSEL: *Spens and Wilfrid Hunt*. SOLICITORS: *Taylor, Jelf & Co.*, for *Capron and Sparkes*, Guildford; *Mackrell & Ward*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

OWNER *v.* **KING (C.J.) AND SONS, LIMITED.**
Div. Ct. 17th October.

FACTORY ACTS—UNLOADING VESSEL—FENCING OF HATCHWAYS NOT IN USE—DUTY TO FENCE HATCHWAYS—FACTORY AND WORKSHOP ACT, 1901, 1 Edw. 7, c 22, ss. 79, 104—STATUTORY RULES AND ORDERS, 1904, No. 1617, reg. 19.

The duty of stevedores employed in the unloading of a cargo to protect hatchways on board a vessel in compliance with reg. 19 *of No.* 1617 *of the Statutory Rules and Orders,* 1904, *extends only to hatchways connected with the work upon which they are engaged.*

Case stated by justices for the City and County of Bristol. An information was laid by an inspector of factories and workshops against a company carrying on the business of stevedores, under the Factories and Workshops Acts, 1901-1911, for that, while engaged on 17th February, 1922, in the unloading of grain on board the s.s. "Gracia," at West Side, Old Dock, Avonmouth, being a factory within the meaning of the said acts, they failed to fence or cover, as required by the said Acts, the No. 3 bunker hatchway on the 'tween deck of the said ship. On the date in question the work of unloading was being carried out at No. 2 hold by workmen employed under their supervision. No. 3 hold was about 21 feet from No. 2 hold, and there was uncontradicted evidence that, when open, it constituted a danger to men working in the vessel. On 17th February it was open and unprotected, but the work which was being carried on at this hatchway was the removal of bunker coal to the ship's furnace by the crew, an operation in no way connected with the unloading of the vessel, for which the stevedores were responsible. The information was laid on the ground that under reg. 19 the stevedores were responsible for the protection of the hatchway of No. 3 hold. Section 79 of the Act of 1901 provides for the framing of regulations in connection with factories or workshops for the safety of persons employed in dangerous trades, and s. 104 of that statute provides that the regulations "shall have effect as if every dock, wharf, quay, and warehouse and all machinery or plant used in the process of loading or unloading or coaling any ship in any dock, harbour or canal were included in the word 'factory.'" Rule 1617 of the Statutory Rules and Orders, 1904, made under the powers conferred by s. 79 is, so far as material, as follows: "I hereby make the following regulations for the protection of persons employed in the processes" (*inter alia*) of unloading any ship in any dock "or in any of them, and direct that they shall apply to all docks, wharves, quays, and ships as aforesaid . . . It shall be the duty of every person who by himself, his agents, or workmen carries on the processes, and of all agents, workmen, and persons employed by him in the processes, to comply with Part IV of these regulations . . . Part IV . . . 19. Where there is more than one hatchway, if the hatchway of a hold exceeding seven feet six inches in depth measured from the top of the coamings to the bottom of the hold is not in use and the coamings are less than two feet six inches in height, it shall either be fenced to a height of three feet, or be securely covered." No. 3 hold was about 20 feet in depth and its coamings were about 6 inches in height. The magistrates were of opinion that the stevedores were responsible only for those hatchways upon which they had been employed to carry out works, and that they had undertaken no work in connection with No. 3 hatchway. They therefore dismissed the information. The inspector appealed, and this case was stated.

Lord HEWART, C.J., in delivering judgment, stated the material statutory provisions, and said that it was contended on the part of the Inspector of Factories that the words "where there is more than one hatchway" were quite general. That, in effect, implied that a stevedore who was employed in and about certain holds at one end of a large vessel would have the statutory duty imposed upon him of fencing or securely covering hatchways some hundreds of feet away from where he was working. The magistrates had however arrived at a decision inconsistent with that contention. In *Kruse* v. *Johnson*, 1898, 2 Q.B. 91, at p. 99, Lord Russell of Killowen, C.J., had said that bye-laws "ought to be, as has been said, benevolently interpreted, and credit ought to be given to those who have to administer them that they will be reasonably administered." Observations of that kind had, however, been made in connection with bye-laws of which the meaning was not in doubt. The question in the present case was what was the true construction of the regulation, and if the words employed, read in connection with the earlier part of the regulations, which were obviously connected with them, were capable of a meaning which was reasonable and in accordance with common sense, and were also capable of another meaning which clearly might lead to an absurd and ridiculous requirement, the reasonable meaning and not the absurd meaning ought to be adopted. In his lordship's view the apparent meaning of the regulation was not "where upon any ship there is more than one hatchway," but "where within the limited sphere of activity of the person employed upon the process there is more than one hatchway he must fence or securely cover those hatchways which, being within that sphere, are not at the particular moment in use." That interpretation clearly cut down the area of the regulation in comparison with the other interpretation; it was, however, the view taken by the justices, and he (his lordship) was not prepared to differ from it. The appeal should therefore be dismissed.

AVORY, J., delivered judgment to the same effect, and SANKEY, J., concurred.

Appeal dismissed.—COUNSEL: *Giveen*; *Neilson*, K.C., and *Claughton Scott*. SOLICITORS: *Treasury Solicitor*; *Woodcock, Ryland & Parker*, for *Edward Gerrish, Harris & Co.*, Bristol.

[Reported by J. L. DENISON, Barrister-at-Law.]

PITCHERS *v.* **SURREY COUNTY COUNCIL.**
Swift, J. 19th, 20th, 23rd, 24th October.

RIOT—MILITARY CAMP—SHOP SET UP IN CAMP BY CIVILIAN WITH PERMISSION OF MILITARY AUTHORITIES—AREA PATROLLED BY COUNTY POLICE—DAMAGE TO SHOP BY SOLDIERS DURING RIOT—LIABILITY OF LOCAL AUTHORITY—RIOT (DAMAGES) ACT, 1886, 49 & 50 Vict. c 38, s. 2.

A shop, established in a military camp, was damaged during a riot on the part of some of the soldiers in the camp.

Held, that, soldiers not being excused from the ordinary liabilities of the law, and there being nothing in their status to relieve them from the law relating

to ordinary citizens, the riot was no less a riot because it took place in a camp, and the jurisdiction of the police was not ousted. The owner of the shop was, therefore, entitled to compensation from the local authority.

Action. The plaintiff was the owner of a tailoring and hosiery shop, which during the war was set up with the permission of the military authorities at Witley Camp, near Godalming, for the use of the soldiers in the camp. Before the camp was formed, Witley Common was under the jurisdiction of the Surrey County Police. After the camp was formed they continued to patrol the neighbourhood and, under one of the by-laws made by the military authorities for the regulation of the camp, the police were empowered to remove and take into custody any person contravening the by-laws. After the Armistice, dissatisfaction arose in the camp at the delay in demobilisation, and in February, 1919, a riot occurred, and a party of soldiers damaged the plaintiff's shop. The plaintiff claimed compensation from the County Police Fund to the extent of over £500, alleging that the party was guilty of a riot. By s. 2 (1) of the Riot (Damages) Act, 1886, it is provided: "Where a house, shop, or building in any police district has been injured or destroyed, or the property therein has been injured, stolen or destroyed by any persons riotously and tumultuously assembled together, such compensation as hereinafter mentioned shall be paid out of the police rate of such district to any person who has sustained loss by such injury, stealing or destruction . . . ."

Swift, J., in delivering judgment, said that he had no doubt the disturbances were mainly caused by soldiers, who were not unnaturally anxious to get home, now that they knew that the fighting was over. All the elements which went to constitute a riot were present, and it seemed to him that, if what was done by an ordinary civilian in common with two or more other civilians amounted to a riot, it was none the less a riot if the acts were done by soldiers. A soldier had all the rights of other citizens and was bound by all the duties of other citizens. In his view the military authorities did no more than make the camp a private place; but there was nothing to prevent a riot from occurring in a private place: *Gunter* v. *Receiver of Metropolitan Police District*, 1888, 53 J.P. 249; 5 T.L.R., 58. Directly a felony had been committed the police had a right of control, though they might perhaps not have the physical power of control. In his view a riot had been committed in which the property of the plaintiff was damaged and she was entitled to compensation from the local authority. He therefore gave judgment in favour of the plaintiff. —Counsel: *J. G. Hurst*, K.C., and *J. B. Melville*; *Schiller*, K.C., and *Sir Richard Muir*. Solicitors: *W. E. Craigen*; *Wyatt & Co.*

[Reported by J. L. Denison, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

NORWICH ASSESSMENT COMMITTEE *v.* POINTER.

No. 2. 5th July.

Rates and Rating—Assessment—Appeal—Evidence—Rateable value of Similar Premises—Admissibility.

On an appeal to quarter sessions against an assessment to rates, evidence of the rateable value of other similar hereditaments in the same union is admissible if the only purpose of the evidence is to supply a standard of assessable value.

Decision of the Divisional Court *affirmed*.

Appeal from the decision of the Divisional Court, 1922, 2 K.B. 47. The respondent appealed to quarter sessions against an assessment to poor rates as occupier of certain premises. He alleged that he was over-assessed. At the hearing of the appeal to quarter sessions the respondent proposed to give evidence of the value of certain similar premises occupied by another ratepayer in the same union, about one and a half miles from the respondent's property, and at a distance from the centre of the city about equal to the distance of the respondent's property, by way of comparison with the value of the respondent's property. The appellants objected to such evidence as being inadmissible on the ground that no notice had been given to the occupier, but the court overruled the objection because no fault was being found with the rating of the other premises, but it was being used only as a standard from which to get at the rent at which the respondent's premises might reasonably be expected to let. The court of quarter sessions admitted the evidence. The appellants appealed to the Divisional Court on the ground that this evidence was wrongly admitted. The Divisional Court dismissed the appeal and the respondents, the Norwich Assessment Committee, appealed to the Court of Appeal.

Bankes, L.J.—I think this appeal fails. Evidence was sought to be adduced, not of the rent that was paid for some adjoining or adjacent or neighbouring premises, but of the rateable value of such premises; and one objection to the admissibility of that evidence was that notice was not given to the occupier of those other premises. I quite agree with what is stated in the court below—that that objection has no application in a case like the present, where no complaint is made of the rateable value of these other premises which are referred to. Salter, J., in his judgment in the court below, says this, 1922, 2 K.B., at p. 55: "Certainly it has been the practice both in rating courts and in compensation courts to discourage evidence of this kind when it is tendered in chief." He is there speaking of evidence of rents paid for adjoining properties, and I quite agree with the learned judge's experience. That has been my experience in such compensation work as I have had as a counsel; and the reason that it is discouraged is, not because it is inadmissible as a matter of law, but because there are so many considerations to be taken into account that comparisons of this kind are practically valueless; and whereever a case is heard before an experienced valuer as arbitrator, he at once discountenances the introduction of such kind of evidence for that reason. But when the question is whether or not the evidence is admissible I venture to think the view taken by the Deputy Recorder and the Divisional Court is correct, and that no objection as a matter of law could be taken to this evidence, although I agree that it is only in very exceptional cases that evidence of this kind is introduced. On these grounds I think the appeal fails, and must be dismissed with costs.

Scrutton and Atkin, L.JJ., concurred. Appeal dismissed.—Counsel: *Wallace*, K.C., and *Leighton*; *Macmorran*, K.C., and *Dodson*. Solicitors: *Collyer, Bristow & Co.*, Agents for *Mills & Reeve*, Norwich; *Wake, Wild and Boult*, for *J. W. C. Daynes, Son & Keefe*, Norwich.

[Reported by T. W. Morgan, Barrister-at-Law.]

THE "TERVAETE." No. 2. 16th June and 12th July, 1922.

Shipping—Collision—Maritime Lien—State-owned Ship—Foreign Power—Transfer to Private Owner—Action *in rem*.

No maritime lien can attach to a state-owned ship used for the purposes of the state. Hence, where the plaintiffs' ship was damaged in collision with a ship owned by a foreign sovereign power and used for the purposes of the state and the latter vessel was subsequently transferred to private ownership and came within the jurisdiction of the courts of this country, it was held by the Court of Appeal (reversing Sir Henry Duke, P.) that there was no lien which the courts could enforce in an action in rem.

Appeal from the judgment of Sir Henry Duke, P., 1922, P. 197, 38 Times L.R. 460. On 18th May, 1920, while the s.s. "Lynntown" was lying at anchor in the port of Bonanza, in the Guadalquiver, she was run into and damaged by the "Tervaete," which was formerly the German steamship "Adeline Hugo Stinnes 3," of Hamburg, and which, under the reparations scheme of the Treaty of Versailles, had been handed over to the Belgian Government. At the time of the collision the "Tervaete" was the property of the Belgian Government, but on 17th October, 1921, she was sold to the Société Anonyme Belge d'Armement et de Gérance, a private undertaking. In January, 1922, when the "Tervaete" was in the port of Barry, the owner of the "Lynntown" issued a writ *in rem* against her owners, and threatened to arrest the "Tervaete," and the defendants' solicitors, in order to prevent her arrest, gave an undertaking to appear and put in bail. On a motion to set aside the writ and relieve the defendants' solicitors from their undertaking, the President held that, although where a vessel belonging to a Sovereign owner negligently caused damage by collision, the owner, by the comity of nations, could not be impleaded directly or indirectly, yet a maritime lien attached to the vessel, which lien, if the vessel were afterwards transferred to a private individual, could be enforced against him by judicial process; and he dismissed the motion. The defendants appealed.

Bankes, L.J. The respondents contend that as a result of the collision a maritime lien attached to the "Tervaete," which, now that she is private property and is found within the jurisdiction, they are entitled to enforce by proceedings *in rem* in the Admiralty Court of this country. The respondents do not contest the proposition that as a general principle of maritime law in the case of a claim for damage arising out of collision a proper maritime lien must have its root in the personal liability of the owner, or of the person for this purpose in the position of owner. They do not dispute that so long as the "Tervaete" remained the property of the Belgian Government no proceedings could be taken either *in personam* or *in rem* in respect of the damage done to their vessel by the collision. The contention on which they relied in the court below and which was accepted by the President was, that the fact that no such proceedings could be taken was not due to an absence of any liability on the part of the Belgian Government for the negligence of their servants which brought about the collision, but to the rule introduced by international comity which prohibited the taking of any proceedings to enforce that liability. As a further contention, founded upon the one just mentioned, it was said that a maritime lien did attach to the "Tervaete" as a consequence of the collision, and though it remained, as it were, dormant and unenforceable during the ownership of the vessel by the Belgian Government, it became enforceable when the vessel passed into private ownership. These contentions raise the question whether a maritime lien ever did attach to the vessel at a time when she was owned by the Belgian Government. This is quite a different case from a case where a maritime lien attached to a vessel at a time when she was privately owned, which vessel afterwards passed into Government ownership and then into private ownership again. It may well be that in such a case the maritime lien is dormant during the period of Government ownership. The present case is distinct from that and involves the question whether a maritime lien ever attached to the "Tervaete" at all. I think that it may be conceded for the purposes of the argument that the fact that a Sovereign or a Sovereign Power cannot be proceeded against in the courts of a foreign country does not exclude all idea of liability for a breach of contract, or for a tort, in the sense that in no circumstances can the Sovereign or the Sovereign State do wrong. The rule that when a foreign Sovereign sues in the courts of this country proceedings may be taken against him in mitigation of the relief claimed by him would be of no value except upon

the assumption that claims for breaches of contract or for tests, might be established and set-off in mitigation. In the case of *The Imperial Japanese Government* v. *The Peninsular and Oriental Steam Navigation Company* (1895, A.C. 644), the whole discussion as to the court in which proceedings might be taken would have been avoided had the law been that the Emperor of Japan could not be liable for damages resulting from the collision of his vessel with that of the defendants. The point was, however, never suggested in that case. In the case of *The Newbattle* (10 P.D. 33), it was assumed that the King of the Belgians might be held liable in damages in the cross cause for the negligence of those in charge of his vessel, the "Louise Marie." The fact that the immunity of an Ambassador from process in the courts of this country in respect of debts contracted while he was ambassador lasts for the time during which he is accredited to the Sovereign and for such a reasonable period after he has presented his letters of recall to enable him to wind up his official business and to prepare for his return home, which is the law as laid down in *Musurus Bey* v. *Gadban* (1894, 2 Q.B. 352), points also, in my opinion, to the same conclusion. In the numerous cases, such as the *South African Republic Case* (1898, 1 Ch. 190), in which the question of enforcing cross claims in actions by Sovereigns or Sovereign States arose, it appears to me to be assumed that the cross claims are in respect of breaches of contract or of tort actually committed for which the Sovereign or the Sovereign State would have been responsible, but for the immunity from process which he or it enjoyed. In spite of the fact that so far I have accepted the arguments of the respondents in support of the judgment of the President, I am unable to agree with his final conclusion. If the judgment of the President is right and the maritime lien attached to the "Tervaete," the value of the vessel to the Belgian Government must necessarily have been affected; how seriously, of course, depends upon the amount of the respondents' claim. A vessel to which a maritime lien extends for any substantial amount must necessarily be worth less in the market than if she were free from any lien.

In the *Bold Buccleugh* (7 Moore, 284), Sir John Jervis, when dealing with the question of a martime lien, adopts Lord Tenterden's definition of it, as a claim or privilege to be carried into effect by legal process; and he then goes on to say that a maritime lien is the foundation of the proceeding *in rem*, a process to make perfect a right inchoate from the moment the lien attaches. In *Currie* v. *McKnight* (1897, A.C. 106), Lord Watson speaks of a maritime lien as a remedy against the *corpus* of the offending ship. Whether a maritime lien is properly to be regarded as a step in the process of enforcing a claim against the owners of a ship, or as a remedy or partial remedy in itself, or as a means of securing a priority of claim, it cannot, in my opinion, consistently with the rule of immunity laid down by the law of nations be attached to a vessel belonging to a Sovereign Power, and being used for public purposes. To allow such a lien to attach would be to create a *jus in re aliena*, a subtraction from the absolute property of the Sovereign State. I may here refer to the case of *Musurus Bey* v. *Gadban* (*supra*), in which the immunity from process of an Ambassador was considered. It was argued in that case that it was permissible to issue a writ against an Ambassador in order to prevent the running of the Statute of Limitations, provided that no further step of serving or attempting to serve it was taken. The Court, taking the same view as was taken in the *Magdalena Case* (2 E. & E. 94), refused to accept the contention. It seems to me impossible consistently with the law to hold that it is permissible to recognise a maritime lien as attaching to the property of a Sovereign or a Sovereign State. I see no distinction in principle between the act of the individual issuing the writ and the act of law attaching the lien. Each equally offends the rule affording immunity. If this is the correct view of the law, then the appellants are entitled to succeed, because unless a maritime lien attached to the "Tervaete" while she was the property of the Belgian Government it cannot attach at all. In my opinion, the appeal must be allowed, with costs here and below, and an order made relieving Messrs. Downing & Handcock of their undertaking dated 12th January, 1922, and setting the writ aside and staying all proceedings thereunder.

SCRUTTON, L.J., concurred, and ATKIN, L.J., agreed with hesitation. Appeal allowed.—COUNSEL: *Bateson*, K.C., and *E. A. Digby*; *Dunlop*, K.C., and *Dumas*. SOLICITORS: *Downing, Middleton & Lewis*, agents for *Downing and Handcock*, Cardiff; *Holman Fenwick & Willan*, agents for *Lean & Lean*, Cardiff.

[Reported by T. W. MORGAN, Barrister-at-Law.]

NATIONAL MORTGAGE AND AGENCY COMPANY OF NEW ZEALAND LIMITED *v.* GOSSELIN AND ANOTHER.

No. 2. 17th July.

PRACTICE—SERVICE OUT OF THE JURISDICTION—ACTION FOR BREACH OF CONTRACT—CONTRACT WITH FOREIGN FIRM—AGENT IN THIS COUNTRY—CONTRACT MADE "BY OR THROUGH AN AGENT" WITH THE JURISDICTION—SERVICE OF WRIT—R.S.C. Ord. 11, r. 1 (*c*).

The plaintiff claimed damages for breach of warranty on a sale. The defendants were a firm carrying on business out of the jurisdiction. They had an agent who resided within the jurisdiction, and the practice was that offers were made to this agent who passed the offers on to his principals. His principals then accepted the orders by posting acceptances direct to the plaintiffs, and not through the agent in this country.

Held, that the contracts had been made through an agent within the meaning of R.S.C. Ord. 11, *r.* 1 (*c*), *and leave to serve the writ on the defendants out of the jurisdiction could properly be given.*

Appeal from Swift, J., at chambers. The plaintiffs claimed damages for breach of warranty on the sale of Belgian barbed fencing wire. The defendants were a firm carrying on business in Belgium. They had an agent in London, who received offers and passed them on to his principals, who were out of the jurisdiction. The principals then accepted the offers by posting acceptances direct to the plaintiffs from out of the jurisdiction. The plaintiffs applied for leave to serve the writ of summons on the defendants who were out of the jurisdiction. The defendants then took out a summons to set aside the writ and service. Swift, J., at chambers, dismissed the summons. The defendants appealed.

The Court (WARRINGTON and ATKIN, L.JJ.), dismissed the appeal, holding that the contract in this case had been made "by or through an agent trading or residing within the jurisdiction on behalf of a principal trading or residing out of the jurisdiction," within the meaning of R.S.C. Ord. 11, r. 1 (*c*), (*ii*). The distinction between "by" an agent, and "through" an agent, was that where a contract was made "by" an agent, the agent purported to bind his principal, but where the contract was made through an agent, what was meant was that the agent merely negotiated the contract, but had no power to complete without reference to his principals. In the present case the terms of the contract had been negotiated by the agent in this country, but he had no authority to complete the contracts by accepting the offers without first submitting them to his principals abroad. Ord. 11, r. 1 (*c*) (*ii*) by the insertion in it of the words "by or through" was sufficiently wide to cover the case of a foreigner who carried on business out of the jurisdiction, and had an agent in this country whose duty it was to obtain orders, but had no authority to accept them. Leave to serve the defendants out of the jurisdiction could properly be given. Appeal dismissed.—COUNSEL: *D. Nowell Pritt*; *Sir Albion Richardson*. SOLICITORS: *Lawrence Jones & Co.*; *Thorp, Saunders and Thorp*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

New Orders, &c.

Supreme Court of Judicature (England).

ORDER OF THE LORD CHANCELLOR APPLYING THE PROCEEDURE OF ORDER XI, RULE 8, OF THE RULES OF THE SUPREME COURT OF SWITZERLAND.

I, FREDERICK VISCOUNT BIRKENHEAD, Lord High Chancellor of Great Britain, by virtue of Order XI, Rule 8, of the Rules of the Supreme Court and all other powers enabling me in that behalf, hereby order as follows:—

Order XI, Rule 8, of the Rules of the Supreme Court shall apply to Switzerland.

Dated the 24th day of October, 1922.

Birkenhead, C.

Supreme Court, England.

PROCEDURE.

PROVISIONAL RULES OF THE SUPREME COURT, (NOVEMBER), 1922.

Dated 10th NOVEMBER, 1922.

We, the Rule Committee of the Supreme Court, propose to make the following Rules:—

ORDER LIX.

1. In Rule 19 of Order LIX the words "and an appeal under sub-section (1) of section 7 of the Nurses Registration Act, 1919, and an appeal under section 9 of the Dentists Act, 1921," shall be inserted after the words "the Midwives Act, 1902."

2. These Rules may be cited as the Provisional Rules of the Supreme Court (November), 1922.

And we, the Rule Committee, hereby certify that on account of urgency the said Rules should come into operation on the 20th day of November, 1922, and we hereby make the said Rules to come into operation on that day as Provisional Rules.

Dated the 10th day of November, 1922.

Cave, C.	*A. Adair Roche*, J.
Hewart, C.J.	*P. Ogden Lawrence*, J.
Sterndale, M.R.	*T. R. Hughes.*
Henry E. Duke, P.	*E. W. Hansell.*
R. M. Bray, J.	*C. H. Morton.*
Charles H. Sargant, J.	*Roger Gregory.*

Orders in Council.

THE IMPERIAL PREFERENCE ORDER (No. 2), 1922.

Whereas by Section 8, Sub-section 1, of the Finance Act, 1919 (9 & 10 Geo. 5, cap. 32), it is provided that with a view to conferring a preference in the case of Empire products, the duties of Customs on the goods specified in the Second Schedule to that Act shall, on and after the date therein provided for, be charged at preferential rates where the goods are shown to the satisfaction of the Commissioners of Customs and Excise to have been consigned from and grown, produced or manufactured in the British Empire, and that where any territory becomes a territory under His Majesty's protection, or is a territory in respect of which a Mandate of the League of Nations is exercised by the Government of any part of His Majesty's Dominions, His Majesty may, by Order in Council, direct that that territory shall be included within the definition of the British Empire for the purposes of the said Section.

And whereas in accordance with the provisions of the Treaty of Versailles, Mandates of the League of Nations have been conferred upon His Majesty and are being exercised by His Majesty's Government in respect of the undermentioned territories, that is to say:—

(*a*) The Tanganyika Territory.
(*b*) The British Sphere of the Cameroons.
(*c*) The British Sphere of Togoland.

Now, therefore, His Majesty, by and with the advice of His Privy Council, is pleased to direct as follows:—

(1) The above-mentioned territories shall, as from the 1st November, 1922, be included within the definition of the British Empire for the purposes of Section 8 of the Finance Act, 1919.

(2) This order may be cited as the Imperial Preference Order (No. 2), 1922. [*Gazette*, 17th Oct.

13th Oct.

ENFORCEMENT OF OVER-SEAS JUDGMENTS.

[*Preamble.*]

It is hereby ordered, as follows:—

Part II of the Administration of Justice Act, 1920, shall extend to the parts of His Majesty's dominions outside the United Kingdom hereunder mentioned:—

British Honduras,
Barbados. [*Gazette*, 17th Oct.

13th Oct.

ENFORCEMENT OF OVER-SEAS MAINTENANCE ORDERS.

[*Preamble.*]

It is hereby ordered, as follows:—

The Maintenance Orders (Facilities for Enforcement) Act, 1920, shall apply to the parts of His Majesty's Dominions outside the United Kingdom hereunder mentioned:—

Fiji,
Seychelles. [*Gazette*, 17th Oct.

13th Oct.

Home Office Order.

THE FAIRS ACT, 1871. (34 & 35 VICT., CAP. 12.) CRAWLEY (SUSSEX) FAIRS.

The Secretary of State for the Home Department hereby gives notice that a representation has been duly made to him by the Horsham Rural District Council to the effect that it would be for the convenience and advantage of the public that the Fairs which have been annually held on the 8th May and 9th September at Crawley, in the County of Sussex, should be abolished.

On the 20th day of December, 1922, the Secretary of State will take such representation into consideration, and any person who may desire to object to the abolition of the Fairs should intimate his objections to the Secretary of State before that day.

Home Office,
Whitehall.
9th November.

Ministry of Health Order.

THE ECCLESIASTICAL TITHE RENTCHARGES (RATES) ACT, 1922.

The following circular has been issued:—

Sir, or Gentlemen,

I am directed by the Minister of Health to call the attention of the Council and the Overseers to the Ecclesiastical Tithe Rentcharges (Rates) Act, 1922.

The new Act provides that where the owner of tithe rentcharge attached to a benefice holds more than one benefice (whether united for ecclesiastical purposes or not so united) he shall, in respect of any rate made on or after the 1st October next, be entitled under sub-section (2) of section 1 of the Ecclesiastical Tithe Rentcharge (Rates) Act, 1920, to such relief or abatement only as he could have had if the several benefices were one benefice, and any tithe rentcharge attached to any of the several benefices were attached to that one benefice, and the total income arising from the several benefices arose from one benefice.

The effect of the new Act is to require the incomes arising from all benefices held by one person (whether in the same rating area or not) to be treated as one income, for the purpose of ascertaining whether, on the production of a statutory declaration, any relief or abatement from rates may be allowed by a rate-making authority under the provisions of sub-section (2) of section 1 of the Act of 1920. The new Act applies to all cases where more than one benefice is held by the same person, whether the benefices have been united for ecclesiastical purposes (in modern times usually by Order in Council under the Pluralities Act, 1838, or the Union of Benefices Act, 1919), or are held in plurality by dispensation without being permanently united.

The recent Act does not affect any rate made before the 1st October next, but will apply to all rates made on or after that date and before the 1st January, 1926.

In cases of doubt as to the application of the new Act, it is suggested that before allowing any relief or abatement under s. 1 (2) of the Act of 1920, the authority by whom the rate is made should enquire whether the incumbent holds more than one benefice (whether united or held in plurality and whether in the same rating area or not), and if he does, should ascertain that the total income arising from all the benefices held by him (whether tithe rentcharge is attached to each such benefice or not) is such as to justify such relief or abatement.

If, in accordance with the decision in *Keane* v. *Ashbocking Overseers*, 1922, 1 K.B. 43; 19 L.G.R. 759, the incumbent of benefices united by Order in Council has made a separate statutory declaration of the total income arising from each benefice included in the union of benefices, for the year ended 5th April, 1922, and contends that, notwithstanding the new Act, he is entitled to a relief or abatement under s-s. (2) of s. 1 of the Act of 1920 in respect of a rate made after the 30th instant., the Minister suggests that the incumbent should be invited to make a fresh declaration of the total income arising from the united benefice, before any relief or abatement under the sub-section in question is allowed in respect of that rate. This course might also be adopted where a similar contention is advanced by an incumbent holding more than one benefice in plurality by dispensation, a single statutory declaration of the total income arising from all the benefices held by the incumbent being asked for.

It should be observed that the application to an incumbent, whether holding one or more benefices, of the provision in s-s. (1) of s. 1 of the Ecclesiastical Tithe Rentcharge (Rates) Act, 1920, limiting the amount payable in respect of rates on tithe rentcharge attached to a benefice, by reference to the amount in the pound of the corresponding rate made in the year 1918, is in no way affected by the recent Act.

F. L. TURNER,
Assistant Secretary.

Copies of the circular may be obtained from H.M. Stationery Office at the following addresses: Imperial House, Kingsway, London, W.C.2, and 28, Abingdon-street, London, S.W.1; 37, Peter-street, Manchester; 1, St. Andrew's-crescent, Cardiff; or 23, Forth-street, Edinburgh.

Societies.

Gray's Inn.

Friday, 10th November, being the Grand Day of Michaelmas Term at Gray's Inn, the Treasurer (The Right Hon. Sir Plunket Barton, Bart., K.C.) and the Masters of the Bench entertained at dinner the following guests: The Lord Chancellor, The Earl of Jersey, Lord Dunedin, Lord Carson, The Lord Chief Justice, The Lord Mayor, Lord Justice Bankes, Lord Justice Younger, Mr. Justice Salter, The Hon. C. N. Lawrence, Sir Claud Schuster, General Sir Travers Clarke (Quartermaster-General to the Forces), Mr. Samuel Brown, K.C., and Mr. Du Bois Davidson.

The Benchers present in addition to the Treasurer were: Sir Lewis Coward, K.C., Mr. Herbert F. Manisty, K.C., Mr. Edward Clayton, K.C., Mr. Arthur Gill, The Right Hon. Sir William Byrne, Viscount Birkenhead, Mr. Justice Greer, Judge Ivor Bowen, K.C., Sir Alexander Wood-Renton, Mr. W. Clarke Hall, Mr. Justice Samuels, Mr. Courthope Wilson, K.C., Mr. G. D. Keogh, Mr. Bernard Campion, Lord Morison, with the Chaplain (The Rev. W. R. Matthews, D.D.), and the Under-Treasurer (Mr. D. W. Douthwaite).

Solicitors' Benevolent Association.

The monthly meeting of the Directors was held on the 9th inst., Sir Norman Hill, Bart., in the chair. The other Directors present were Sir Roger Gregory, Sir Richard Taylor and Messrs. T. S. Curtis, W. E. Gillett, L. W. North Hickley, E. F. Knapp-Fisher, C. G. May, A. Copson Peake (Leeds), J. F. Rowlatt and M. A. Tweedie. £805 was distributed in grants of relief. Fifty-seven new members were admitted; and other general business transacted.

United Law Society.

A meeting was held in the Middle Temple Common Room, on Monday, the 13th November, 1922, Mr. G. B. Burke in the chair.

Mr. P. S. Pitt moved: "That this House expresses its complete confidence in the Government of Mr. Bonar Law." Mr. H. J. Casey opposed.

Messrs. T. Jameson, Neville Tebbutt, S. G. Champion, B. K. Mehra and T. H. Butcher also spoke. The motion was put to the meeting and carried by four votes.

The next meeting will be held on Monday, 27th November.

Gray's Inn Moot.

A Moot will be held in Gray's Inn Hall, on Monday, the 20th of November, 1922, at 8.15 p.m., before The Hon. Mr. Justice Roche.

Richard Roe and Mary Roe, his wife, are charged on indictment with the murder of Ellen Roe. To this indictment they plead not guilty, and the trial proceeds before a judge and jury.

Ellen Roe was three years old. She was the daughter of Richard Roe and the stepdaughter of Mary Roe, and lived with them and under their care. The case for the prosecution is that Ellen Roe was kept almost continuously in one room and provided with insufficient food, and that this treatment was intended to bring about her death from starvation and neglect, and in fact did so. The prisoners are separately represented by counsel, but at the stage of the trial when the evidence hereinafter set out is tendered on behalf of the prosecution the nature of the defence or defences has not appeared, save that the prisoners have throughout alleged that they are innocent, and that the deceased child received such treatment and food as they were able to afford, and such as other children members of the household received.

Counsel for the prosecution tender evidence of the death three years previously of another daughter of the male prisoner under circumstances alleged to resemble the circumstances of the present case. At such earlier date the prisoners were not married or living together. The male prisoner's first wife, the mother of Ellen, was then alive and keeping his house.

Counsel for the prisoners object that this evidence is inadmissible and arguments as to its admissibility will be heard in the absence of the jury from court.

See: *R.* v. *Armstrong*, 16 Crim. App. Cas. 149; *Makin* v. *Att.-Gen. of N.S.W.*, 1894 App. Cas. 57; *R.* v. *Bond*, 1906, 2 K.B. 389.

The procedure will be that of a Court of Assize and Counsel for the prosecution will be asked to state compendiously the ground upon which he puts the admissibility of the evidence. Counsel for the defence will be heard for their respective clients in support of their objections and there will be a reply on behalf of the Crown.

All Members of the four Inns of Court are invited to attend.

At Marlborough-street Police Court on the 2nd inst., Dr. Louis C. Rivett, of Harley-street, was summoned for exceeding the motor speed limit in Hyde Park on 10th October. A police-sergeant said the defendant's speed was thirty-three miles an hour. Dr. Rivett said he was going to see a woman patient who was suffering from internal hemorrhage, and he arrived in time to save her life. He estimated his speed at twenty-four or twenty-five miles an hour. The Magistrate (Mr. D'Eyncourt): Do you think you would not have got there in time if you had not exceeded the speed limit? The defendant: In all probability I should not have got there in time to save her life. The Magistrate: Well, you shall pay the costs this time.

The Lord Chancellor and The Judges at the Mansion House.

At the Banquet at the Guildhall on the 9th inst., says *The Times*, the Lord Mayor, in proposing the health of the Lord Chancellor, said: Lord Cave has long been known and respected in the City of London. Nearly sixty years ago, when he was quite a child, his father was one of the hosts at this annual banquet in his capacity as Sheriff of London and Middlesex. Lord Cave himself has had a long and distinguished career at the Bar and in Parliament. The Corporation have reason to thank him for legal aid and advice on many an occasion. I think I may venture to say that of all the appointments to the new Ministry, none was more universally popular and welcome than that of Lord Cave. We wish him, as Lord Chancellor, a continuance of that useful career, which has brought him, amid unanimous approbation, to one of the very highest positions in the kingdom.

Viscount Cave, replying, said: I have a hereditary connexion with this great City, although it is sixty years ago. I well remember, when my father was Sheriff of London, admiring the wonderful silver coat and the retainers who control it. I have other links with the City more than any of my predecessors, for as it happens I was born within the sound of Bow Bells. I was educated in a great City school, and, as the Lord Mayor has said, the Corporation of the City was one of my most respectable clients when I was at the Bar.

In the office which I have the honour to hold I succeeded an interesting and brilliant figure. I am not going to pronounce the obituary of Lord Birkenhead. Nothing is more unlikely than that I should ever live to do that. But when he has just left his great office it is a pleasure to me to say that, apart from his political activities, and without going into that study of craniology in which so many of our ex-Ministers spend their time, Lord Birkenhead has made great and valuable contributions to our law. There are judgments of his which for their research and lucidity will be examined and quoted by lawyers for many years to come. On our Statute-book will be found a monumental Act, which, however it may be regarded by those who, like myself, were brought up on the old real property law, is at all events a tribute to his great energy and perseverance. I am sure that in his case, as in the case of other ex-Lord Chancellors, we shall have his assistance in our judicial work.

In the tranquil times which are before us I think we have just the opportunity which has long been required for simplifying and consolidating certain parts of our law, and already the plans have been formed, and they are now proceeding, for treating in that way not only the law of real property, which must be consolidated after the Act of last year, but the Judicature Acts, which after fifty years have got into something of a tangle.

I hope that will be followed by the simplification of our rules of Court, with results which, I believe, will tend to economy both of time, of patience, and of money to all who are concerned in the administration of the law. The County Courts, on their financial side as well as on their administrative side, have just come under the control of the Lord Chancellor. I find that there is on the one side great waste, and on the other side great hardship to individuals. The whole matter needs overhauling, and I trust at once to put in hand and to forward that revision of our County Court system, and not only to remedy these defects, but, I believe, effect a real economy to the country.

I will also make a short reference to our Circuit system. I see everywhere rumours that a tremendous assault is to be made by the Lord Chancellor upon the Assize system, and that the circuit towns are to be indefinitely cut down. Indeed, on one circuit where the Judge seems to have had that idea, I have received a whole number of presentations from alarmed grand juries. There is no foundation whatever for any such belief. The circuit system is being examined by a strong committee under the chairmanship of a most distinguished Judge, but they have not yet reported, and I am quite sure that both their recommendations and any steps which may be taken by Parliament will be in the direction of simplification and of improvement, but, on no account, of any destruction or partial destruction of a system which I believe to be embedded in the history of our country.

Be my tenure of my office long or short, I hope always to remember that I am not only the head of the judiciary of this country, but also the Minister of Justice, and I trust that I shall receive—I assure you that I shall receive gladly—the suggestions and assistance, whether of the Bar Council, the Law Society, or other bodies, which have legitimate interests in the administration of our law, and I will try, by all means in my power, so to fill the office as to be worthy of its great history and traditions.

Mr. Sheriff S. H. M. Killik proposed "The Judges and the Bar of England."

The Lord Chief Justice, responding, said:—There is no need for me to assure you that His Majesty's Judges continue to be profoundly interested in the administration of the law. Even in this imperfect world some things may be taken for granted. At the Law Courts we have gradually but steadily and decisively diminished the number of causes pending for trial. Our work in that direction would have been even more complete than it has been if it were not for the extraordinary rapidity with which a large portion of the public, both in town and country, seek decrees *nisi*.

The Attorney-General, in responding, recalled that when the Lord Chief Justice, as Attorney-General, a year ago responded to the toast, he referred to the revolutionary change that was then overtaking the Bar by reason of the fact that women were becoming members of the Bar. That evening he could report no revolutionary change during the last year. They at the Bar had enjoyed that tranquillity which His Majesty's Government were soon to bring to other less fortunate sections of the community. Whatever changes might come in the future, the Bar of England would continue to play its part in conserving the administration of justice and the maintenance of those liberties which their predecessors had done so much to establish.

Liverpool's First Divorce Court.

For the first time in its history, says the *Liverpool Daily Post* of the 15th inst., the Crown Court at St. George's Hall, yesterday, was used for the hearing of divorce actions. Under the new arrangement, all undefended cases, where this procedure is convenient, are referred to the Assize judges in the principal provincial centres, along with Poor Persons actions. There were fourteen actions in Liverpool's first Divorce Court, and in all but one of these the petition was undefended.

Obviously the innovation had not excited any wide degree of interest, for the attendance of the public was no larger than usual. Nor did Mr. Justice Branson, who presided over the court, think fit to make the novelty of the occasion the subject of remark. As soon as he had taken his seat the name of the first cause was called on, the petitioner stepped into the box, and the hearing of the evidence was begun. This took little time. The barrister put a few leading questions to the witnesses, who answered them with "Yes" or "No"; a letter, forming an important part of the evidence, was handed in to the judge, but not read. There were no speeches from counsel, no searching cross-questionings, and no grave summing-up. Everything was reduced to the shortest possible compass, and slid through quietly—almost inaudibly—and at the end of fifteen minutes the hearing was over, and judgment given by his lordship with telegraphic brevity. "Decree, with costs and custody," said his lordship, and the next case was called on straightway.

It was all straightforward and businesslike, but thoroughly humdrum from the spectator's point of view. Nothing less exciting than an undefended divorce action could be well imagined. A burglary trial is much more exciting, for there you see the principal actor in the drama—the burglar. But in undefended divorce proceedings the wrongdoer is absent. So quickly did the smooth procedure of the court move that before the luncheon hour every one of the thirteen undefended cases had been dealt with and a decree *nisi* pronounced. The whole of the afternoon was taken up with the single defended actions; but even then the proceedings were dull, for the story was a sordid one, with not the faintest trace of the odour of romance.

The Scottish Rent Decision.

The House of Lords' decision, says the *Observer* of the 12th inst., making increases in house rents illegal in Scotland where notice to quit has not been given, almost overshadows even the General Election as a subject of popular discussion in Scotland. Indeed, Labour candidates at Glasgow have put the question of "no legislation to relieve the landlords" in the forefront of their programme. In Glasgow and elsewhere, thousands of tenants have applied to the landlords for a refund of rents paid, but, as far as can be ascertained, none has been successful.

Mr. Alexander Walker, the City Assessor of Glasgow, has been inundated with requests by tenants to be told the amounts due to them in respect of over-payment of rates. The Assessor estimates that the sum involved in rental, which might fall to be repaid to tenants or withheld by tenants, from house-owners, would, in Glasgow alone, amount to about £3,000,000. The owners' rates on that sum will represent £500,000, while the occupiers' local rates will represent over £1,000,000. Mr. Walker's opinion is that, under the Public Authorities Protection Act, 1893, recovery of these two amounts would not be competent, the action not having been raised within six months of the payment of rates.

The sum involved in tax paid to the Imperial Exchequer in respect of Inhabited House Duty is estimated at £1,000,000, and, altogether, the approximate sum for which claims might be made in Glasgow is £5,500,000.

The new Secretary for Scotland has received a deputation from the Edinburgh and Glasgow Property Owners' Associations, and has promised to consult with his colleagues on the matter.

Companies.

Alliance Assurance Company Limited.

The Directors of the Alliance Assurance Company, Ltd., at their meeting on the 15th inst., declared an interim dividend at the rate of 6s. per share, less income tax, which will be payable on the 5th January, 1923.

Legal News.

Honours.

The Rt. Hon. Viscount Birkenhead, Ex-Lord High Chancellor of Great Britain, has been created an Earl.

Baronetcies have been conferred on—

The Rt. Hon. Sir William Bull. Hon. Secretary London Unionist M.P.'s. Senior partner in Bull and Bull, solicitors. Chairman of J. W. Singer and Sons. L.C.C. Hammersmith, 1892-1901. Vice-Chairman, General Purposes Committee and Parks Committee. Member of Parliament (Conservative) Hammersmith, 1900; Hammersmith, South, since 1918.

Sir Ellis William Hume-Williams, K.B.E., K.C. Member of Parliament (Unionist), Bassetlaw Division, Notts, since 1910. Member of Central Prisoners of War Committee. Contested North Monmouthshire (Unionist) 1895; Frome Division of Somerset 1900; North Kensington 1906. Recorder of Bury St. Edmunds 1901-5; of Norwich 1905.

The Rt. Hon. Sir Ernest Murray Pollock, K.B.E., K.C. Ex-Attorney-General. Chairman of the Contraband Committee, November, 1915. Controller of the Foreign Trade Department 1917-19. Recorder of Kingston-on-Thames 1911-19. Contested Holland or Spalding Division of Lines., 1900 and 1906.

Knighthoods have been conferred on—

Mr. Benjamin Lennard Cherry, LL.B. For services connected with the Law of Property Bill.

Mr. Miles Walker Mattinson, K.C. Recorder of Blackburn since 1888. Member of Parliament for Walton Division of Liverpool, 1888-92.

Mr. Arthur Underhill, M.A., LL.D., Senior Conveyancing Counsel to the High Court of Justice. For services rendered in connection with Law of Property Bill.

Business Change.

Mr. GEORGE HENRY SCOTT has been appointed to the post of Manager of the Millom Branch of the London Joint City and Midland Bank, Ltd., rendered vacant by the death of the late Mr. W. T. Lawrence. Mr. Scott will relinquish practice as a solicitor in which he was associated for many years with the late Mr. Lawrence (who died recently after having been for over forty years Town Clerk of Millom), in order to devote his whole attention to the business of the Bank. The solicitor's practice will be continued by Mr. Arthur Lawrence at Millom.

General.

Divorce petitions were heard for the first time in Newcastle on the 8th inst., decrees being granted in fourteen undefended cases.

Mr. Cecil Whiteley, K.C., in presenting the prizes at Wilson's Grammar School, Camberwell, last Saturday, said that he doubted whether a quarter of the Judges on the Bench and the Bishops ever won prizes or attained first-class at their universities.

The Times reprints from its issue of 12th November, 1822:—On Friday se'nnight, Mr. T. Thacker Saxton, bookseller, of Bolton, was apprehended at that place, on a charge of exciting a breach of the peace. On the following day he was brought to the New Bailey, at Manchester, and on Monday was admitted to bail, on giving securities to keep the peace. The charge against Mr. Saxton was—"having his hat bedecked with ribands, and vociferating with stentorian lungs—Hurt and liberty." Our readers may perhaps wonder what legal offence there could be in this; but their surprise will cease when they recollect that the transaction took place within the jurisdiction of the Manchester magistrates.—*Leeds Mercury.*

Dr. Morton Everard Tressider, of Mycenae-road, Blackheath, was summoned at Greenwich Police Court on the 3rd inst. for causing unnecessary suffering to a dog by unreasonably injecting an irritant fluid into its eyes. It was stated that the dog ran after a bicycle, fitted with an auxiliary motor, on which the doctor was riding, and he squirted a solution of ammonia in the dog's face. He told an inspector of the R.S.P.C.A. that he acted in self-defence. Dr. Tressider, in evidence, said he used a solution of one part of ammonia in twenty. He considered this the most humane way to drive off a dog. Two veterinary surgeons expressed a similar opinion, and said that no permanent harm would be done to the animal. The Magistrate (Mr. Disney) said the doctor was entitled to defend himself and, if necessary, inflict pain. He dismissed the summons.

The Times correspondent at New York in a message dated 7th November, says: A campaign has been started for the substitution of a uniform Federal Marriage Law for the existing system of divorce laws, which differ in almost every State of the Union. The general federation of women's clubs has commissioned Mrs. Edward Franklin to invite the Deputy Attorney-General of Indiana to draft a Bill for that purpose, to be introduced in the new Congress. Besides making marriage more difficult, the Bill is to provide for divorce on five grounds only:—Infidelity, incurable insanity, desertion for one year, cruel and inhuman treatment, or conviction of infamous crime. Once granted, this new federal divorce will be valid in every State, but neither party will be at liberty to re-marry for the space of twelve months. The Bill will further provide that applications for marriage licences must be posted two weeks before the ceremony is to take place.

The President, Dr. Devas, of Bristol, took the chair at the second annual dinner and dance of the Medical Practitioners' Union at the Holborn Restaurant on the 9th inst. "The Medical Practitioners' Union" was, says *The Times*, proposed by Lieutenant-Colonel Nathan Raw, who referred to the question, "Should a doctor tell?" Colonel Raw said he was certain that every person in the room was of the fixed opinion that the doctor's confidence should be kept sacred. The legal profession, of course, was actuated entirely by their desire to carry out justice, and therefore they had not the same regard for the privacy and the confidence of the medical man. He wanted the union, if they would do so, to formulate a sound and determined policy, which they could send up as a resolution, to the effect that the sanctity of the relations between a doctor and his patient must in no circumstances be broken except in the Courts of Law, where justice must be carried out. Another question which was exercising the mind of the medical profession was the question of criminal responsibility. It was easy for judges and lawyers to jeer, but the law must be advised by the medical profession as to the mental condition of anyone accused of crime.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Nov. 20	Mr. Bloxam	Mr. Synge	Mr. Garrett	Mr. Synge
Tuesday 21	Hicks Beach	Garrett	Synge	Garrett
Wednesday ... 22	Jolly	Bloxam	Garrett	Synge
Thursday 23	Moore	Hicks Beach	Synge	Garrett
Friday 24	Synge	Jolly	Garrett	Synge
Saturday 25	Garrett	More	Synge	Garrett

Date.	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.
Monday Nov. 20	Mr. Bloxam	Mr. Hicks Beach	Mr. Jolly	Mr. More
Tuesday..... 21	Hicks Beach	Bloxam	More	Jolly
Wednesday ... 22	Bloxam	Hicks Beach	Jolly	More
Thursday 23	Hicks Beach	Bloxam	More	Jolly
Friday 24	Bloxam	Hicks Beach	Jolly	More
Saturday 25	Hicks Beach	Bloxam	More	Jolly

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, November 7.

VICO LTD. Nov. 30. Rupert Lindley, 21/22, Prudential-bldgs., Bradford.
I. J. SMITH LTD. Dec. 4. Parkin S. Booth, 2, Bixteth-st., Liverpool.
J. H. HOMANN & Co. LTD. Nov. 23. Robert M. Laws, Prudential-chambers, Luton, Beds.
LACKLAND & Co. LTD. Nov. 24. T. E. A. Killip, 21, Tempest Hey, Liverpool.
HYDE & THOMSON LTD. Dec. 9. Ernest A. Leadbeater, 38, Church-st., Sheffield.
WEST DELTA FARMING & TRADING CO. LTD. Jan. 15. William H. Peat, 11, Ironmonger-lane, E.C.
JOHN GREEN & Co. LTD. Nov. 30. W. A. Bruton, 52, Fisherton-st., Salisbury.
WILPER LTD. Dec. 7. John T. Sandland, c/o Paddock, Son & Orme, Pall Mall, Hanley.
THE GRAMOPHONE PARLOURS LTD. Dec. 6. L. R. Stevens, F.C.A., 5, Guildhall-chambers, E.C.
R. & W. GREER LTD. Dec. 1. James H. Stephens 6, Clements-lane, E.C.
BISHOP AUCKLAND AND DISTRICT EX-SERVICE MEN'S SOCIAL CLUB AND INSTITUTE LTD. Nov. 23. Dixon Barker, 60, Roker-av., Sunderland.

London Gazette.—FRIDAY, November 10.

SPENCER, DEACON & CO. LTD. Nov. 30. Athelstan Dangerfield, 56, Cannon-st., E.C.4.
RAINCOATS LTD. Dec. 8. Alexander R. Reilly, 20, Park-row, Leeds.
HEPLEY MOTOR WORKS LTD. Nov. 30. Percy Wickenden, 8 and 9, Martin-lane, E.C.4.
MERCHANDISE SALES LTD. Dec. 4. Joseph J. Young, 163A, Strand, W.C.2.
THE CELLULOID & COLLODION PRODUCTS CO. LTD. Dec. 11. R. F. W. Fincham, 3, Warwick-court, Gray's Inn.
CHORLEY THEATRE CO. LTD. Nov. 20. Andrew C. Bowden, 29, Corporation-st., Manchester.

London Gazette.—TUESDAY, November 14.

S. STROSS & SONS LTD. Dec. 1. Harold Appleyard, Prudential bldgs., Market-pl., Dewsbury.
THE SKEGNESS NEW BRICK CO. LTD. Dec. 27. Hubert W. Woodroffe, Roman Bank, Skegness.
HALL & CAVILL LTD. Nov. 28. A. D. Deakin, 7, Golden-sq., W.1.
C. H. HASWELL & Co. LTD. Dec. 18. John S. B. Hole, Monument House, Monument-st.
JAMES FAIRLEY & SONS LTD. Dec. 12. Frank Impey, 37, Newhall-st., Birmingham.
BLAKEBOROUGH & RHODES LTD. Dec. 27. Thomas R. G. Rowland, 5, Victoria-bldgs., Stockton-on-Tees.
FRANK OSBOURN LTD. Dec. 18. Frederic W. Davis, 28, Theobald's-rd., W.C.1.
THE TREDEGAR STEAM LAUNDRY CO. (1915) LTD. Dec. 16. John D. Evans, 5, Fields-rd., Tredegar (Mon.).
MECHANICAL & GENERAL INVENTIONS CO. LTD. Dec. 9. H. E. Burgess, 33, Carey-st., W.C.2.
THE HARWORTH HARDWARE MANUFACTURING CO. LTD., Dec. 12. Fred Clarkson, Burnley.
S. OWEN LTD. Nov. 29. Alfred T. Davis, 17, Knight Rider-st., E.C.4.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, November 7.

Bradford Overseas Transport Ltd.
Lautonco Ltd.
Lackland & Co. Ltd.
John Green & Co. Ltd.
W. H. Pickering & Co. Ltd.
Aldgate Horse & Carriage Repository Ltd.
Share Market Review Ltd.
Blakey & Glover Ltd.
Andrews (Kirkburton) Ltd.
Edwards Touring Co. Ltd.
The Regal Hotel (Harrogate) Ltd.
Spencer Deacon & Co. Ltd.
Filocain Co. Ltd.
Comparri Wireless Control Syndicate Ltd.
Pickerings (Manchester) Ltd.
The Connemara Mining Co. Ltd.
Rogers Construction Ltd.
Householders' Tea Association Ltd.
J. T. Crampton & Co. Ltd.
Casino Cinema (Rusholme) Ltd.
Grafton Manufacturing Co. Ltd.
W. James & Son (Erdington) Ltd.
Redcar Branch of the N.F.S.D. & S. Club
Carter's High Grade Fertilizers Ltd.
New Turco Rubber Co. Ltd.
The Pneumatic Despatch Co. Ltd.
Bell Battery Co. Ltd.
J. M. Roller & Co. Ltd.

London Gazette.—FRIDAY, November 10.

Fielding (Leeds) Ltd.
Corona Lampworks (Northern) Ltd., renamed the James Brown Lamp Manufacturing Association Ltd.
E. M. Redfern Ltd.
Samuel Buckley (Hollinwood) Ltd.
Cannon Coal Co. Ltd.
H. F. Foster & Co. Ltd.
G. Stanley & Co. Ltd.
Modern Electrical Supply Co. Ltd.
Kent Smith Ltd.
Pinder Oaks Colliery Co. Ltd.
Solomon Rhodes Ltd.
The Adswood Brick & Tile Co. Ltd.
The Bradley Steel Strip Co. Ltd.
Ragusa Asphalte Co. Ltd.
The Lion Publishing Co. Ltd.
Dinnington, Seaton Burn & District Workmen's Social Club Ltd.
H. Hall (Slough) Ltd.
The People's Coffee House & Co-operative Co. Ltd.
Fireproof Wood (Oxylene) Manufacturing Co. Ltd.
Globe Trading Co. Ltd.
Cesco Ltd.
E. E. Nurse Ltd.
H. Hardy Ltd.
Chorley Theatre Co. Ltd.
J. Greatorex & Son Ltd.
C. E. Willoughby Ltd.

London Gazette.—TUESDAY, November 14.

Grimsby Picture Playhouse Ltd.
The Leeds and County Motor Transport Organisation Ltd.
H. W. G. Syndicate Ltd.
Princess Dubarries Portrait Studios Ltd.
James Henderson (Bonnington Paper Mills) Ltd.
South Manchurian Syndicate Ltd.
The British Mail Order Co. Ltd.
Beaconsfield & District Produce Society Ltd.
Ridsdel, Latham & Co. Ltd.
Carbon Products & Oil Distillation Ltd.
Westville Shipping Co. Ltd.
The Mandalasari Estates Ltd.
George Clare & Co. Ltd.
Marshall Garages Ltd.
S. P. Lewis Ltd.
Silver Star Services Ltd.
Sonje Ltd.
The New Kinv er Gas Co. Ltd.
The Barkershaw Chemical Co. Ltd. Bradford.
The Jenson Press Ltd.
Globe Supplies (Electrical) Rews Ltd.
The Hopwood Blouse Co. (Manchester) Ltd.
Graham Denney & Co. Ltd.
The Anglo Foreign Finance Trust Ltd.
The London & West Africa Mutual Trading Corporation Ltd.
E. M. T. Trust Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—TUESDAY Nov. 7.

ALSOP, BERTIE W., Hemingford Grey, Hunts, Farmer. Peterborough. Pet. Nov. 3. Ord. Nov. 3.

BABBIDGE, ARTHUR G., Bethesda, Motor Engineer and Garage Proprietor. Bangor. Pet. Nov. 3. Ord. Nov. 3.

BALSON, FRANCIS J., Crediton, Licensed Victualler. Exeter. Pet. Nov. 2. Ord. Nov. 2.

BATES, ALBERT, Bradford, Stuff Merchant. Bradford. Pet. Nov. 2. Ord. Nov. 2.

BRADLING AND WEARS, other than Charles Beadling Jun., Newcastle-upon-Tyne. Wine and Spirit Merchants. Newcastle-upon-Tyne. Pet. Oct. 18. Ord. Nov. 3.

BRAYLEY, JAMES, Abertillery, Fruiterer. Tredegar. Pet. Nov. 2. Ord. Nov. 2.

BULL, GERTRUDE E., and BULL, ROBERT W., Abbots Langley, Herts, Grocers. St. Albans. Pet. Sept. 20. Ord. Nov. 1.

CLARKE, WILLIAM R., South Shields, Decorator. Newcastle-upon-Tyne. Pet. Nov. 3. Ord. Nov. 3.

DAVIES, EVAN J., and DAVIES, DAVID E., Llandebie, Bakers. Carmarthen. Pet. Nov. 3. Ord. Nov. 3.

DAVIES, HERBERT J., Tredegar, Fish and Fruit Merchant. Tredegar. Pet. Oct. 31. Ord. Oct. 31.

DAVIES, JOHN, Llangain, Carmarthen, Farmer. Carmarthen. Pet. Oct. 16. Ord. Oct. 31.

DORNING, HARRY E., Royton, Lancs, Hardware Dealer. Oldham. Pet. Nov. 2. Ord. Nov. 2.

DRAKE, FRED, Sheffield, Builder. Sheffield. Pet. Nov. 3. Ord. Nov. 3.

DUNCAN, MARY E. F., Middlesbrough, Film Hirer. Middlesbrough. Pet. Dec. 30. Ord. Nov. 3.

DUTTO, CLEMENTE, Pimlico. High Court. Pet. April 11. Ord. Oct. 31.

EARL, WALTER R., Sen., Great Grimsby, Cycle Dealer. Great Grimsby. Pet. Nov. 3. Ord. Nov. 3.

EVANS, THOMAS F., and EVANS, ANNIE, Parkstone, Dorset, Apartment-house Keepers. Poole. Pet. Nov. 2. Ord. Nov. 2.

EVANS, WILLIAM D., Gilfach Goch, Glam, Grocer. Pontypridd. Pet. Oct. 20. Ord. Nov. 3.

FOSTER, HARRY, Holton-le-Clay, Lincs, Motor Driver. Great Grimsby. Pet. Nov. 3. Ord. Nov. 3.

GIBBS, NOAH, Bidford-on-Avon, Farmer. Warwick. Pet. Nov. 3. Ord. Nov. 3.

HAYES, WALTER H., Manchester, Advertising Agent's Manager. Stockport. Pet. Nov. 2. Ord. Nov. 2.

JONES, ERNEST E., Beaufort, Mon., Grocer. Tredegar. Pet. Nov. 2. Ord. Nov. 2.

KEMPSON, GEORGE, Sunbury-on-Thames. High Court. Pet. Sept. 26. Ord. Nov. 1.

KING, FREDERICK, Shaftesbury-avenue. High Court. Pet. Sept. 5. Ord. Nov. 1.

LOCK, CHARLES J., Penygraig, Glam, Grocer. Pontypridd. Pet. Nov. 4. Ord. Nov. 4.

MAUDE, JOSEPH and PATTISON, BERTHA, Bradford, Haulage Contractors. Bradford. Pet. Nov. 4. Ord. Nov. 4.

MOAKES, W. G., Wandsworth, Insurance Broker. Wandsworth. Pet. Sept. 18. Ord. Nov. 2.

POTTS, THOMAS T., Maida Vale, Assistant Secretary. High Court. Pet. Nov. 3. Ord. Nov. 3.

RICHARDS, JENKIN R., Llanfihangel Rhosycorn, Timber Haulier. Carmarthen. Pet. Nov. 2. Ord. Nov. 2.

RICHMOND, ARTHUR, Leamington Spa, Clerk. Warwick. Pet. Nov. 3. Ord. Nov. 3.

RYAN, JOHN T., Gower-st. High Court. Pet. Sept. 2. Ord. Nov. 2.

SARGENT, H. V., Manchester, Merchant. Manchester. Pet. Oct. 9. Ord. Nov. 2.

SATCHWELL THOMAS, Poultry, Surveyor and Land Agent. High Court. Pet. Aug. 16. Ord. Nov. 2.

SELF, ERNEST W., Great Grimsby. Great Grimsby. Pet. Nov. 2. Ord. Nov. 2.

SELDON, SAMUEL J., Dawlish, Devonshire, Boot and Shoe Maker. Exeter. Pet. Nov. 1. Ord. Nov. 1.

SHACKLEFORD, EDWARD F., Tooting, S.W., Commercial Traveller. High Court. Pet. Nov. 3. Ord. Nov. 3.

SHAFTO, FREDERICK D., Pimlico. High Court. Pet. Oct. 3. Ord. Nov. 2.

SILVER, BENJAMIN, Cardiff, Outfitter. Cardiff. Pet. Nov. 1. Ord. Nov. 1.

SMITH, REGINALD N., Clifford-st., W.1. High Court. Pet. Aug. 16. Ord. Nov. 2.

SNELL, WILLIAM J. H., Leyton. High Court. Pet. Sept. 7. Ord. Nov. 3.

TAUBER, S., Westminster Bridge-rd., Clothier. High Court. Pet. Oct. 5. Ord. Nov. 2.

TAVERNER, JOHN P. and TAVERNER, JOHN H., Farnborough, Nurserymen. Croydon. Pet. Nov. 3. Ord. Nov. 3.

UERCH, RUDOLPH H., Barrow-in-Furness, Fish and Chip Dealer. Barrow-in-Furness. Pet. Nov. 3. Ord. Nov. 3.

VICKERS, ERNEST, Selby, Watchmaker. York. Pet. Nov. 1. Ord. Nov. 1.

WIRTZ, LUIS, Streatham, Doctor of Science. Wandsworth. Pet. Oct. 11. Ord. Nov. 2.

WISEMAN, ARTHUR J., Middlesbrough, Fruiterer. Middlesbrough. Pet. Nov. 1. Ord. Nov. 1.

London Gazette.—FRIDAY, November 10.

AIKIN, MABEL C., Aylesbury, Farmer. Aylesbury. Pet. Oct. 18. Ord. Nov. 7.

AMES, DAVID, Holyhead, Coal Merchant. Bangor. Pet. Nov. 6. Ord. Nov. 6.

BAILLIE, LEONARD, Soho-sq. High Court. Pet. Oct. 10. Ord. Nov. 7.

BEAR, ALFRED J., King's Lynn, Corn Factor. King's Lynn. Pet. Nov. 7. Ord. Nov. 7.

BEAUMONT, GODFREY L., North Curry, Somerset. Taunton. Pet. Aug. 21. Ord. Nov. 6.

BECKETT, ETHEL M., Sale, Chester, Milliner. Manchester. Pet. Nov. 6. Ord. Nov. 6.

BERESFORD, FREDERICK W., and WALLIS, ERNEST, Long Eaton, Lace Manufacturers. Derby. Pet. Oct. 24. Ord. Nov. 6.

BEXLEY, HENRY W., Sheffield, Ironmonger. Sheffield. Pet. Nov. 7. Ord. Nov. 7.

BIBB, DANDRIDGE H., Holborn-viaduct. High Court. Pet. July 4. Ord. Nov. 7.

CARTER, ERNEST F., Thornton Heath, Surrey, Insurance Manager. Croydon. Pet. Nov. 6. Ord. Nov. 6.

CASSY, DOUGLAS W., Whitstable, Importer. High Court. Pet. Sept. 1. Ord. Nov. 7.

CASTLE, JAMES E., Bexley, Kent. Rochester. Pet. Sept. 28. Ord. Nov. 6.

COATES, THOMAS, Salisbury-sq., Journalist. High Court. Pet. Aug. 4. Ord. Nov. 7.

CREW, H. E., Stock Orchard-st., N.7, Motor Body Builder. High Court. Pet. Sept. 4. Ord. Oct. 27.

DAGNALL, RADFORD A., Cricklewood. High Court. Pet. Sept. 8. Ord. Nov. 7.

DAVIES, THOMAS, Dihewid, Cardigan, Farmer. Aberystwyth. Pet. Oct. 30. Ord. Oct. 30.

DOLAN, HUGH, Chester-le-Street, Durham, Tailor. Durham. Pet. Nov. 7. Ord. Nov. 7.

DUNCAN, ROBERT B., Kingston-hill, Surrey. High Court. Pet. Nov. 4. Ord. Nov. 4.

DUTTON, JOSEPH R., Bettisfield, Flint, Farmer. Nantwich. Pet. Oct. 10. Ord. Nov. 6.

ELLINS, ALFRED, Holbeck, Joiner. Leeds. Pet. Nov. 6. Ord. Nov. 6.

ELLIS, WILLIAM, and BURKITT, BERTRAM T., Croydon. Croydon. Pet. Nov. 6. Ord. Nov. 6.

EVANS, RODERICK, Llandebie, Carmarthenshire, Grocer. Carmarthen. Pet. Nov. 6. Ord. Nov. 6.

FAIL, NORMAN F., Bedford. Cambridge. Pet. Oct. 27. Ord. Nov. 8.

FLEMING, P., Victoria-st. High Court. Pet. Sept. 19. Ord. Nov. 7.

FRAIL, FRANCIS D., Shrewsbury, Commission Agent. Shrewsbury. Pet. Nov. 4. Ord. Nov. 4.

GILBERT, JOSEPH, Fordingbridge, Hants, Motor Body Builder. Salisbury. Pet. Nov. 7. Ord. Nov. 7.

GOUGH, JOHN R., Scarborough, Electrician. Scarborough. Pet. Nov. 6. Ord. Nov. 6.

GREENHALGH, JAMES M., West Mersea, Essex, Builder. Colchester. Pet. Sept. 12. Ord. Oct. 25.

GRIFFITHS, PERCY W., Bilston, Licensed Victualler. Wolverhampton. Pet. Nov. 7. Ord. Nov. 7.

GUYLER, A. B., Liverpool, Draper. Liverpool. Pet. Oct. 16. Ord. Nov. 6.

HARTLEY, WATSON, and HARTLEY, WILFRED, Nelson, Yarn Agents. Burnley. Pet. Nov. 7. Ord. Nov. 7.

HEATHCOTE, FREDERICK, Cricklewood, Turf Commission Agent. High Court. Pet. July 28. Ord. Nov. 8.

HEWSON, ALFRED M., Harrogate, Commission Agent's Clerk. Harrogate. Pet. Nov. 7. Ord. Nov. 7.

HUSSEY, JESSIE, Bentinck-st. High Court. Pet. April 11. Ord. Nov. 8.

KLYDER, A. S., & Co., Whitechapel, High Court. Pet. Oct. 12. Ord. Nov. 8.

LITTLEWOOD, SYDNEY LE P., Liverpool, Manufacturing Confectioner. Liverpool. Pet. Nov. 6. Ord. Nov. 6.

LOFTHOUSE, ARTHUR, Kingston-upon-Hull, Motor Engineer. Kingston-upon-Hull. Pet. Nov. 7. Ord. Nov. 7.

LYONS, THOMAS S., Drapers'-gdns., Accountant. High Court. Pet. Aug. 21. Ord. Nov. 8.

MERRITT, CHARLES E. R., and MERRITT, FANNIE B., Mountain Ash, Confectioners. Aberdare. Pet. Nov. 8. Ord. Nov. 8.

NAYLOR, JOHN W., Gedney Hill, near Wisbech, Farmer. King's Lynn. Pet. Oct. 24. Ord. Nov. 6.

O'CONNOR, JOHN F., Cricklewood, Furniture Dealer. High Court. Pet. Nov. 6. Ord. Nov. 6.

ORTNER, J. H., Hampton Wick. Kingston (Surrey). Pet. Aug. 11. Ord. Nov. 7.

PEACHELL, FREDERICK H., Horwich, Lancs, Schoolmaster. Bolton. Pet. Nov. 4. Ord. Nov. 4.

PUDNEY, WALTER G., Cheltenham, Commercial Air Pilot. Cheltenham. Pet. Nov. 6. Ord. Nov. 6.

QUINN, MICHAEL P., Rochdale, Licensed Victualler. Rochdale. Pet. Oct. 11. Ord. Nov. 2.

RENNARD, JOSEPH, Bradford, Coal Merchant. Bradford. Pet. Nov. 7. Ord. Nov. 7.

RICHMOND, JOSEPH, Maryport, Cumberland, Mineral Water Manufacturer. Cockermouth. Pet. Nov. 3. Ord. Nov. 3.

RIGBY, HERBERT, Darwen, General Smith. Blackburn. Pet. Nov. 8. Ord. Nov. 8.

RUBENSTEIN BROTHERS, Victoria-Park-rd. High Court. Pet. Oct. 13. Ord. Nov. 6.

SHAW, LOUIS R., Telford-av., Streatham-hill, Silk Merchants' Manager. High Court. Pet. Nov. 3. Ord. Nov. 3.

SNOW, CHARLIE A., Birdlip, Glos., Haulier. Gloucester. Pet. Nov. 6. Ord. Nov. 6.

SOLE, ARTHUR J., Whittlesea, Cambridge, Fruiterer. Peterborough. Pet. Nov. 6. Ord. Nov. 6.

THOMAS, JOHN, Cross Hands, Carmarthenshire, Labourer. Pet. Nov. 6. Ord. Nov. 6.

WHITE, BENJAMIN, Sheffield, Builder. Sheffield. Pet. Nov. 7. Ord. Nov. 7.

WHITE, CHARLES, Ilminster, Grocer. Taunton. Pet. Nov. 7. Ord. Nov. 7.

WOOD, THOMAS A., Pendleton, Hosiery Merchant. Manchester. Pet. Nov. 7. Ord. Nov. 7.

WOOLLAM, EDWARD, Cheadle, Nurseryman. Stockport. Pet. Nov. 6. Ord. Nov. 6.